

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

**SERVICE AGREEMENT**

**For**

**Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act  
Regional Plan Development and Training Coordination**

**Between**

**COUNTY OF RIVERSIDE**

**And**

**COUNTY OF SAN BERNARDINO**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Agreement Number:** INSERT AGREEMENT REFERENCE

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

11 **RECITALS**

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

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

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

22 WHEREAS, on behalf of the IERPU, the COUNTY applied for the WIOA  
23 Regional Plan Development and Training Coordination funding;

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

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

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 plan implementation  
8 services as outlined and specified in the SCOPE of SERVICES, attached hereto as  
9 Exhibit "A" and incorporated by this reference, for the not to exceed fee set forth in  
10 Paragraph 3.1 below.

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

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

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

24 **2. Term**

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

27  
28 **3. Compensation**

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

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 [INSERT AMOUNT], including all expenses. The COUNTY is not responsible for any  
6 fees or costs incurred above or beyond the contracted amount and shall have no  
7 obligation to purchase any specified amount of services or products, unless agreed to  
8 by the Parties 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  
12 within thirty (30) working days from the date of receipt of the invoice. Payment shall be  
13 made to SUBCONTRACTOR only after services have been rendered and acceptance has  
14 been 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  
19 following 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 [INSERT COUNTY OF SAN BERNARDINO INVOICE ADDRESS]

28           **3.3**    The COUNTY obligation for payment of this Agreement beyond the

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

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

9 **4.1** The Parties may, through their authorized representatives, by written  
10 agreement, modify this Agreement.

11 **5. Termination**

12 **5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement  
13 without cause upon 30 days written notice stating the extent and effective date of  
14 termination.

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

21 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

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

28

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  
3 this Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any  
4 further 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  
7 this 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,  
14 including, but not limited to, duplication and/or distribution within the COUNTY or to  
15 third parties. The SUBCONTRACTOR agrees not to release or circulate in whole or  
16 part such 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,

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

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

6 **8. Inspection of Services**

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

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

27 **9. Independent Contractor**

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

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

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

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

20 **11. Disputes**

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

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



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

6 **12. Reserved.**

7 **13. Non-Discrimination**

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

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

23 **14. Record Retention and Documents**

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

1 audit is completed. The Department of Labor, the Grantee, and the COUNTY reserve  
2 the right to monitor and visit, announced or unannounced, the SUBCONTRACTOR'S  
3 facilities at any time during normal business hours. The monitoring shall be conducted  
4 in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

5 **15. Confidentiality**

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

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

26 **16. Authorized Representatives**

27 The Assistant County Executive Officer of the Economic Development  
28 Agency/Workforce Development Division, or designee, shall administer this Agreement

1 on behalf of the COUNTY. The Deputy Executive Officer of Workforce and Economic  
2 Development or the Director of Workforce Development shall administer this  
3 Agreement on behalf of the SUBCONTRACTOR.

4 **17. Force Majeure**

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

11 **18. EDD Reporting Requirements**

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

1 [www.edd.ca.gov](http://www.edd.ca.gov).

2 **19. Hold Harmless/Indemnification**

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

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

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

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

26 **20. Insurance**

27 COUNTY and SUBCONTRACTOR represent that they have sufficient insurance  
28 coverage for purposes of Professional Liability, General Liability, Automobile Liability

1 and Workers' Compensation and warrant that through their respective insurance  
2 programs, they have adequate coverage or resources to protect against liabilities  
3 arising out of the performance of the terms, conditions or obligations of this Agreement.

4 **21. General**

5 **21.1** The SUBCONTRACTOR shall not delegate or assign any interest in this  
6 Agreement, whether by operation of law or otherwise, without the prior written consent  
7 of COUNTY. Any assignment or purported assignment of this Agreement by  
8 SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void  
9 and of no force or effect.

10 **21.2** Any waiver by the COUNTY of any breach of any one or more of the  
11 terms of this Agreement shall not be construed to be a waiver of any subsequent or  
12 other breach of the same or of any other term of this Agreement. Failure on the part of  
13 the COUNTY to require exact, full and complete compliance with any terms of this  
14 Agreement shall not be construed as in any manner changing the terms or preventing  
15 the COUNTY from enforcement of the terms of this Agreement.

16 **21.3** In the event the SUBCONTRACTOR receives payment under this  
17 Agreement which is later disallowed by the COUNTY for nonconformance with the  
18 terms of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed  
19 amount to the COUNTY on request; or at its option the COUNTY may offset the  
20 amount disallowed from any payment due to the SUBCONTRACTOR.

21 **21.4 Reserved.**

22 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State  
23 and local laws and regulations. The SUBCONTRACTOR will comply with all applicable  
24 COUNTY policies and procedures. In the event that there is a conflict between the  
25 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with  
26 the more restrictive law or regulation.

27 **21.6** The SUBCONTRACTOR shall comply with all requirements of the  
28 Occupational Safety and Health Administration (OSHA) standards and

1 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of  
2 California (Cal/OSHA).

3       **21.7** This Agreement shall be governed by the laws of the State of California.  
4 Any legal action related to the performance or interpretation of this Agreement shall be  
5 filed only in the Superior Court of the State of California located in Riverside, California,  
6 and the parties waive any provision of law providing for a change of venue to another  
7 location. In the event any provision in this Agreement is held by a court of competent  
8 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
9 nevertheless continue in full force without being impaired or invalidated in any way.

10       **21.8** This Agreement, including any attachments or exhibits, constitutes the  
11 entire Agreement of the parties with respect to its subject matter and supersedes all  
12 prior and contemporaneous representations, proposals, discussions and  
13 communications, whether oral or in writing. This Agreement may be changed or  
14 modified only by a written amendment signed by authorized representatives of both  
15 parties. No oral understanding or agreement not incorporated herein shall be binding  
16 on any of the parties hereto.

17       **21.9 Reserved.**

18       **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when  
19 copyrighted material is developed in the course of or under this Agreement, the author  
20 and the COUNTY which developed the work are free to copyright material or to permit  
21 others to do so. The COUNTY and the Workforce Development Board shall have a  
22 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to  
23 authorize other to use all copyrighted material.

24       **21.11** All original reports, preliminary findings, or data assembled or compiled  
25 by SUBCONTRACTOR under this Agreement become the property of the COUNTY.  
26 The COUNTY reserves the right to authorize others to use or reproduce such  
27 materials. Therefore, such materials may not be circulated in whole or in part, nor  
28 released to the public, without the direct authorization of the COUNTY.

1           **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of  
2 this Agreement shall not be construed to be a waiver of any subsequent or other  
3 breach of the same or of any other term thereof. Failure on the part of the COUNTY to  
4 require exact, full and complete compliance with any terms of this Agreement shall not  
5 be construed as in any manner changing the terms hereof or stopping COUNTY from  
6 enforcement hereof.

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

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

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

28

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



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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

[Signatures on Following Page]

**Agreement Number:** INSERT AGREEMENT REFERENCE

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

3  
4 **INSERT COUNTY or**

**INSERT COUNTY or**

5 **SUBCONTRACTOR:]**

**SUBCONTRACTOR:]**

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

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

By: \_\_\_\_\_  
Robert A. Lovingood, Chairman Board  
of Supervisors

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

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

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

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

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

By: \_\_\_\_\_  
Deputy

23 Approved as to Legal Form	Reviewed for Contract Compliance	Presented to BOS for Signature
24		
25 Sophie A. Akins, Deputy County Counsel	Mariann Ruffolo, Deputy Director	Reg Javier, Deputy Executive Director
26 Date	Date	Date

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

**A. Purpose:**

During the term of the Service Agreement for IERPU WIOA Regional Plan Development and Training Coordination 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 in the IERPU.

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

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

**EXHIBIT B  
PAYMENT SCHEDULE**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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