

WORKFORCE DEVELOPMENT BOARD GENERAL MEETING

Workforce Development Board Conference Room
Workforce Development Department Administration Office
290 North "D" Street, 6th Floor, San Bernardino, California

WEDNESDAY, FEBRUARY 21, 2018, 12:00 PM

This agenda contains a brief description of each item of business to be considered at today's meeting. In accordance with the Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting on the Workforce Development Board website and on the official Workforce Development Board Bulletin Board outside of the Workforce Development Department Administration Office at 290 North D Street, 6th Floor, San Bernardino, CA 92415. The agenda, its supporting documents and all writings received by the Board related to these items are public records and available for review during regular business hours at the WDD Administration Office at 290 North D Street, 6th Floor, San Bernardino, CA 92415. The agenda and its supporting documents can be viewed online at www.SBCounty.gov/workforce. However, the online agenda may not include all available supporting documents nor the most current version of documents. Items listed on the Consent Calendar are expected to be routine and non-controversial and, unless the Board directs that an item be held for further discussion, the entire Consent Calendar will be acted upon as the first item of business on the Discussion Calendar.

Members of the public may address the Board on any item on the agenda and on any matter that is within the Board's jurisdiction. To address the Board regarding an item that is on the agenda, complete and submit the purple form entitled "Public Comment". These requests must be submitted to the Executive Secretary to the Board prior to the time the item is called for consideration or prior to the public comments section on the agenda. The Chair will call speakers forward to present their comments at the appropriate time.

Conflict of Interest Advisement

WDB members please be advised: If an item on the Agenda relates to the provision of services by you, your immediate family, the entity you represent, or any person who has made \$250 in campaign contributions to you during the last twelve months, or if approval or disapproval of an Agenda item would have a foreseeable material effect on an economic interest of you, your immediate family, or the entity you represent, **then please follow these procedures:**

"When the Agenda item is first introduced, please immediately announce that you are recusing yourself from participating in the agenda item, and then refrain from discussing, voting on, or otherwise influencing the Board's consideration of the Agenda item."

AGENDA

12:00 PM CONVENE MEETING OF THE WORKFORCE DEVELOPMENT BOARD

OPENING

- 1) Chair Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Adoption of the Agenda
- 4) Introductions
- 5) Success Stories
 - a) Business Services
 - b) AJCC Client
 - c) Youth

REVIEW AND APPROVAL OF MEETING MINUTES

- 6) Approval of Minutes from the December 20, 2017 Workforce Development Board General Meeting

PUBLIC COMMENT

- 7) Comments from the General Public in Attendance

DISCUSSION

- 8) Approval of Funding for the LaunchPath Platform
- 9) Approval to Create and Execute California Employers Association Contract for Professional Edge Series
- 10) Approval to Release Request of Qualifications for Labor Market Information and Intelligence Services
- 11) Approval of the Memorandum of Understanding for the Inland Empire Regional Planning Unit
- 12) Approval to Release Request for Qualifications for the High Desert Training Center Consultant
- 13) Approval of Funding for Incumbent Worker Training with the National Tooling and Machining Association Training Center
- 14) Approval of Amendment to Contracts for Business Process Improvement Consulting Services
- 15) Approval of Ad Hoc Committee Recommendation for Community Asset Mapping and Environmental Scan

REPORTS AND INFORMATION

16) Committee Reports

- i) Executive Board
- ii) Youth Committee
- iii) Economic Development and Business Resource Committee
- iv) Special Populations Committee

17) One-Stop Operator Report

18) Economic Development Report

19) County Report

ADJOURNMENT

In conformity with Government Code section 54957.5, any writing that is a public record, that relates to an item listed on the Agenda, and that will be distributed to all or a majority of the Board less than 72-hours prior to this meeting (or is distributed at this meeting), will be available for public inspection at the time the writing is distributed. This inspection may be made at the office of the Workforce Development Department, 290 North D Street, 6th Floor, San Bernardino, California 92415, or during this meeting.

The Workforce Development Board meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Board Secretary at least three (3) business days prior to the Board meeting. The Board Secretary's telephone number is (909) 387-9886 and the office is located at 290 North D Street, 6th Floor, San Bernardino, California 92415. California Relay Service 711

This WIOA Title –I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aides and services are available upon request to individuals with disabilities.

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (6)

SUBJECT: Minutes from December 20, 2017 Workforce Development Board
General Meeting

PRESENTED BY: Miguel McQueen, Deputy Director
Workforce Development Department (WDD)

CONSENT **DISCUSSION** **INFORMATION**

RECOMMENDATION: Approve Minutes from December 20, 2017 Workforce Development Board
General Meeting

BACKGROUND: See attached minutes

WDB Action:

Motion: *Second:*

Affirmative: *Negative:*

Abstention:

DATE:

WORKFORCE DEVELOPMENT BOARD MEETING
 Workforce Development Board Conference Room
 Workforce Development Department Administration Office
 290 North D Street, 6th Floor, San Bernardino, California

WEDNESDAY DECEMBER 20, 2017, 11:30 p.m.

MEETING MINUTES

ATTENDANCE:

Members			
	Present		Present
Tony Myrell <i>(Chair)</i>	X	Dale Marsden	X
Phil Cothran <i>(Vice-Chair)</i>	X	Paul Moreno	
Will Sterling <i>(Second Vice-Chair)</i>	X	Jon Novack	X
Jon Andrews	X	B.J. Patterson	X
Ken Boshart	X	Henry Shannon	X
Rene Castellanos	X	Laurie Stalnaker	X
Mike Gallo	X	Anita Tuckerman	X
Cherilyn Greenlee	X	Jonathan Weldy	X
Robert Loeun			

Staff to WDB	
	Present
Devra Bell	X
Sandy Harmsen	X
Reg Javier	X
WDD Staff & Other	
Fred Burks	X
Curtis Compton	X
Miguel McQueen	X
Stephanie Murillo	X
Marissa Rivera	X
Mariann Ruffolo	X

OPENING

- 1) **Chair called the meeting to order** at 11:46 am.
- 2) **Pledge of Allegiance** led by Ken Boshart
- 3) **Adoption of the Agenda** – Chair called for a motion to adopt the agenda. Will Sterling motioned. Laurie Stalnaker seconded the motion. None opposed, motion carried.
- 4) **Introductions** were made around the room.
- 5) **Success Stories – Please confirm below?**
 - Youth – Stacy Shaver from the Needles Center for Change/Mental Health Systems shared the story of Fidel Connacher via video teleconference. Mr. Connacher has been in the program for 10 months, which has helped him to obtain valuable work experience.
 - Business Services – Don Duenez, Business Services Representative introduced Mary Valdez of Metroll in Fontana to discuss their success story.
 - AJCC Client – Christine Watson from the High Desert America’s Job Center of California introduced Gregory Lincoln, who presented his own success story.

WORKSHOP

6) National Updates by Ron Painter, National Association of Workforce Boards

Ron Painter provided an overview of our current political climate, including a look ahead in our House of Representatives and Senate; a map of the 2016 Presidential votes by Congressional districts; generic ballot polling from May, 2017-November, 2017; the Midterm Elections vs. Presidential approval and how that may affect the seats held in both Houses; and some of the 2018 issues that should be addressed, including the Farm Bill (SNAP), Higher Education Bill and Reforms.

A discussion ensued about training requirements that should be considered going forward, which includes working with colleges/universities and the Business community to determine some of those long term needs' requirements. Training and certification programs were also discussed, as apprenticeship programs may be beneficial to individuals that may not choose to attend a traditional college or university.

REVIEW AND APPROVAL OF MEETING MINUTES

7) Approval of Minutes August 16, 2017 Workforce Development Board General Meeting

Chair called for Motion to approve minutes. Will Sterling motioned. Terry Klenske seconded the motion. None opposed. Phil Cothran abstained. Motion carried.

PUBLIC COMMENT

8) Comments from the General Public in Attendance

- Teresa Taylor and Judy Takano from the Career Institute thanked the Workforce Development Board (WDB) for their leadership
- Daniel Peeden from Assembly member Eloise Reyes' office introduced himself to the General Board members.

DISCUSSION

9) Ratification of Contract with Riverside County for Inland Empire Regional Plan Development

Miguel McQueen led the discussion and noted that \$600k was awarded on 12/20/17. Chair called for a motion to approve item. Will Sterling motioned. Dale Marsden seconded the motion. None opposed. Motion carried.

10) Approval to Release the Request for Proposals for Community Asset Mapping and Environmental Scan

Miguel McQueen presented item. Chair called for a motion to approve item. Michael Gallo motioned. Terry Klenske seconded the motion. None opposed. Motion carried.

11) Approval of Comprehensive America's Job Center of California Certification Process and Matrix Baseline Criteria

Mariann Ruffolo presented item. Chair called for a motion to approve item. Laurie Stalnaker motioned. Michael Gallo seconded the motion. None opposed. Motion carried.

12) Approval of Employer of Record Program for January 24, 2018 through June 30, 2020

Mariann Ruffolo presented item. Chair called for a motion to approve item. B.J. Patterson motioned. Terry Klenske seconded the motion. None opposed. Dale Marsden abstained. Motion carried.

13) Approval of Monster Government Solutions Contract Amendment for Fiscal Year 2017-2018 and 2018-2019.

Mariann Ruffolo presented item. Chair called for a motion to approve item. Terry Klenske motioned. Will Sterling seconded the motion. None opposed. Motion carried.

14) Approval of School District Workforce Development Coordinator

Dale Marsden and Michael Gallo recused themselves from this discussion and left the room. Mariann Ruffolo presented item. Phil Cothran discussed total dollars allowed (\$100k) and Henry Shannon discussed training in early education. B.J. Patterson noted that dropout rates plummet when students are offered alternative training, such as vocational programs. Anita Tuckerman asked if workshops for middle school students had been explored. Chair called for a motion to approve item. Jon Novack motioned. Ken Boshart seconded the motion. None opposed. Dale Marsden and Michael Gallo had recused. Motion carried.

15) Approval to Release the Request for Proposal for Workforce Innovation and Opportunity Act Youth Services

Mariann Ruffolo presented item. Chair called for a motion to approve item. Will Sterling motioned. Jon Novack seconded the motion. None opposed. Motion carried.

REPORTS AND INFORMATION

16) Committee Reports

- **Executive Board** – Tony Myrell introduced Anita Tuckerman as the newest member of the Executive Board, as well as the Chair of the Special Populations Committee. Mr. Myrell also gave an update on the Chmura report, indicating that public comments were taken at the Forum conducted, which was attended by several Board members. The final report will be provided early in 2018. The communications team (20/20 and the Spaulding Group) are working to rebrand the Chmura report to what will be known as the Workforce Roadmap, which will provide a platform for the Board to share its vision of where we can go as a County and address what we need to do going forward. Mr. Myrell also reported that Angela Gardner, our One Stop Operator, has held several successful meetings with the Partners and started several workgroups to implement the strategies in the Memorandum of Understanding.
- **Youth Committee** – B.J. Patterson reported that the Y4 conference will be held on March 16, 2018 at the Loma Linda University Draycen Center. He also noted that the Career Pathways pilot is moving forward with San Bernardino and Yucaipa identifying healthcare and Colton identifying Engineering, as their industry section for the pilot. Also reported was 15 seniors from Cajon High School had completed the Career Readiness Certificate, so they will begin their internship in the Spring semester, while being concurrently enrolled and receiving college credit at Valley College.

- **Economic Development and Business Resource Committee** – Jon Novack introduced Fred Burks, who provided an update on the High Desert Manufacturing Training Center. Ken Boshart provided an update on the Business Field Team. Members of the Board will be paired with a Business Services Representative and they will jointly visit businesses in the County to discuss our goals and services.
- **Special Populations Committee** – Anita Tuckerman noted that she took over as the Chair of the Committee in December and a discussion ensued about the need for the committee members to represent the various populations, including individuals with disabilities, Re-Entry (Justice involved), Veterans, Homeless and Native American populations. The focus in the coming year will be centered on how to build capacity with employers regarding the hiring of these individuals.

17) **One-Stop Operator** – An updated report was provided to the Board.

18) **Economic Development Agency Report**

Marissa Rivera from the Economic Development Agency (EDA) provided updates.

19) **County Report**

Miguel McQueen announced two awards that were received for the Workforce Development Board (WDB). On 12/7, the Building Industry Association (BIA) awarded WDB with the "Good Government Award. On 12/8, INTECH – Chaffey College awarded WDB with "Excellent Service for the TAACCCT Grant".

Tony Myrell thanked the Board members for all of their hard work and contributions during 2017 and noted that he has enjoyed being the Chair.

ADJOURNMENT

Chair called for a motion to adjourn. William Sterling motioned. BJ Patterson seconded the motion. None opposed. Motion carried.

Meeting adjourned at 2:07 pm.

The next WDB General Board Meeting is scheduled for February 21, 2018 at the WDD Admin Office at: 290 North D Street, 6th Floor, San Bernardino, CA 92415.

Devra Bell, WDB Secretary

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (8)

SUBJECT: Funding of the LaunchPath Platform

PRESENTED BY: Mariann Ruffolo, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve the development of a contract with the Foundation for California Community Colleges for the LaunchPath Platform in an amount not to exceed \$69,125 for the period of March 1, 2018 through June 30, 2019.

BACKGROUND: The LaunchPath Platform is a web-based tool used to facilitate work-based learning matches between youth, teachers, and employers for quality work experiences. LaunchPath Platform will initially be used to match youth with employers for work experience as part of a pilot project in partnership with San Bernardino City Unified School District, Colton Joint Unified School District, and Yucaipa-Calimesa Joint Unified School District. The LaunchPath Platform will be scaled up to include more school districts in San Bernardino County as the Career Pathway Initiative expands.

With the use of the LaunchPath Platform, the Workforce Development Department (WDD) will be able to enhance work-based learning programs for the youth in San Bernardino County. WDD will be able to connect employers and educators to schedule the following events:

1. Internships (unpaid or paid)
2. Guest Speakers
3. Job Shadows
4. Work Site Tours
5. Informational Interviews
6. Networking Events

The LaunchPath Platform will be rolled out in three (3) phases. In phase 1, WDD and the Foundation will complete the following:

- Determine existing capacity and resources
- Ensure readiness of districts, teachers, employers, partners, and staff
- Identify actions and support the completion of system readiness
- Identify work-flow

In phase 2, the Foundation will implement the LaunchPath Platform. In phase 3, running concurrently with phase 1 and 2, the Foundation will provide technical support. After implementation, the Foundation will continue to provide on-going technical assistance.

WDD began working with the Foundation to implement the Career Catalyst system, approved by the Workforce Development Board on December 20, 2017, which allows the Foundation to be the employer of record for the youth in a work-based learning site.

The Foundation was chosen for the LaunchPath program from a list of vendors selected through competitive procurement by the California Workforce Association (CWA).

The Workforce Development Board Executive Board approved the recommendation of the LaunchPath Platform on February 14, 2018. The contract will be in an amount not to exceed \$69,125 total for March 1, 2018 through June 30, 2019, covering the three-phase project plan and licensing, set-up costs, and hosting. Ongoing funding for the platform will be shared with County Schools and potentially school

districts through the development of an MOU that will be presented to the Workforce Development Board later this year.

WDB Action:	
<i>Motion:</i>	<i>Second:</i>
<i>Affirmative:</i>	<i>Negative:</i>
<i>Abstention:</i>	
DATE:	

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018
ITEM: (9)
SUBJECT: California Employers Association Contract for Professional Edge Series
PRESENTED BY: Mariann Ruffolo, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve the creation and execution of a contract with the California Employers Association (CEA) for the Professional Edge Series curriculum in an amount not to exceed \$96,845 for fiscal year (FY) 2017-2018 and \$9,995 for each additional year through FY 2022-2023.

BACKGROUND: CEA currently is contracted with the Workforce Development Board (WDB) to provide business services via its Human Resource Hotline and conducts workshops exclusively for and to the benefit of businesses.

CEA has now designed an employer driven curriculum to guide job seekers on effectively seeking employment and succeeding in the workplace based on direct feedback from and conversation with the business community. The curriculum, 'Professional Edge Series', consists of 32 hours of interactive classroom and online training that incorporates employer's expectations in critical areas such as, customer service skills, communication, self-leadership, and team assimilation. As part of the total package, CEA will provide a 'Train the Trainer' program to select Workforce Development Department (WDD) staff to ensure successful delivery of training to customers frequenting the America's Job Centers of California (AJCCs) and unlimited rights to use its Professional Edge career transition materials, including digital copies of presentations, facilitator and participant manuals.

The new contract with CEA is for a term of up to 5 years at an amount not to exceed \$136,825, with an amount of \$96,845 for fiscal year 2017/2018, and \$9,995 for each additional year. On January 17, 2018, the Executive Board approved the recommendation to submit to the WDB a total amount of \$139,781. Since that time, the priced has been reduced by \$2,956 due to revised agreement terms.

WDB Action:	
<i>Motion:</i>	<i>Second:</i>
<i>Affirmative:</i>	<i>Negative:</i>
<i>Abstention:</i>	
DATE:	

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (10)

SUBJECT: **REQUEST FOR QUALIFICATIONS FOR LABOR MARKET INFORMATION AND INTELLIGENCE SERVICES**

PRESENTED BY: Miguel McQueen, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve the recommendation of the Executive Board to release a Request for Qualifications (RFQ) for Labor Market Information and Intelligence Services.

BACKGROUND: In 2016, the Workforce Development Board (WDB) engaged Chmura Economics & Analytics for labor market studies, written reports and multimedia presentations. Chmura's economists provide labor market information services and an annual report analyzing industries and occupations within the Inland Empire Region, comparing economic factors both locally and nationally. However, given the increasing dynamics of ongoing transformations within regional industry due to technology, trade, logistics and other factors, the original scope of services is insufficient to meet the WDB's ongoing economic intelligence demands. Given the need for more sophisticated in depth predictive and prescriptive strategic economic analysis, intelligence and foresight, staff recommends the release of a new RFQ.

The Scope of Work will include but not be limited to:

- Countywide level and Intra-County granular sub-regional demographic profiles including population, veterans, race, ethnicity, language capability, households, land use, housing, commuting patterns, key infrastructure capacity, employment and income.
- Housing market characteristics, i.e. housing inventories, notices of default and foreclosure, permits and sales.
- Nascent, emerging and maturing socioeconomic trends.
- Economic performance, disruptions and outlook.
- Description of the local labor market, i.e. industry clusters and number of employers per cluster.
- Industry competitiveness.
- Priority industries with high job growth potential.
- Analysis and insights into the fastest growing, stable, at risk and declining industries/occupations.
- Educational attainment of skillsets aligned with current and future industry demand.
- Skills demand and supply mapping.
- Hard to fill jobs.
- Labor force participation rates, unemployment and compensation.

The Executive Board approved this item on January 17, 2018. WDB approval of this item will allow staff to release an RFQ to select from a pool of qualified vendors to provide the described services through a contract term of three (3) years and total contract amount not to exceed \$210,000. A recommendation for contract award to the selected vendor will be presented to the WDB and San Bernardino County Board of Supervisors for approval.

San Bernardino County
Workforce Development Board
Agenda Item

MEETING DATE: February 21, 2018

ITEM: (11)

SUBJECT: **MEMORANDUM OF UNDERSTANDING FOR THE INLAND EMPIRE REGIONAL PLANNING UNIT**

PRESENTED BY: Miguel McQueen, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve a Memorandum of Understanding (MOU) with the Riverside County Workforce Development Board for the Inland Empire Regional Planning Unit and the use of the Inland Empire Regional Planning Unit Service Agreement Template for a term ending June 30, 2021.

BACKGROUND: The California Workforce Development Board (CWDB) designated Regional Planning Units made up of Local Workforce Development Boards for the purpose of implementing regional activities under the Workforce Innovation and Opportunity Act (WIOA). The Inland Empire Regional Planning Unit (IERPU) includes the San Bernardino County Workforce Development Board (WDB) and the Riverside Workforce Development Board (RCWDB). On March 15, 2017, the WDB approved the Inland Empire Regional Plan for Program Years 2017-2020.

In total, the IERPU has been awarded seven grants for a total of \$2,303,650 in regional funds by the CWDB. The grants fund WIOA regional planning, plan implementation, staff and workforce board training, and expansion of industry sector strategies currently underway, such as the Inland Empire SlingShot Initiative. Each pool of money designated either RCWDB or the WDB as administrative lead, requires sharing of scope and funding, has a specific grant term, and requires a contract between the two counties in order to implement activities under the grant. Minor changes in agreement terms or dollar amounts would require further approval by both counties, potentially causing delays in the required administration and expenditure of such funds.

The MOU will serve as an umbrella agreement for regional funds. It will allow the sharing of current funds within the IERPU, regardless of the designated administrative lead and will provide a mechanism by which future funds, within the parameters of the WIOA Regional Plan, can be shared in an efficient, streamlined manner.

Each grant received under the IERPU for regional planning implementation and coordination will be subject to a service agreement between the two counties. The service agreements will provide a mechanism by which the lead agency can share specific grant funds received by the CWDB with the other party and will designate a scope of work and responsibility for each grant. The IERPU Service Agreement Template is attached for review and approval.

The MOU term will begin on the date established by the Board of Supervisors and end on June 30, 2021, allowing for grant completion one year after the end of current Regional Plan. The MOU will be amended annually to include updated grant allotments and an estimation of the amount to be granted by the CWDB within that program year. The parameters and details of any amendments will be presented to the WDB at such time.

Contracts established with IERPU funds covered by the MOU will be appropriately presented to the Executive Board and WDB for guidance and approval. Regular updates regarding regional plan activities and any new CWDB grants will be presented no less than quarterly.

On January 17, 2018, the Executive Board approved the development the MOU. With approval of this item, the MOU and the Service Agreement Template will be submitted to the BOS for approval.

Attachments: Inland Empire Regional Planning Unit Memorandum of Understanding
Inland Empire Regional Planning Unit Template Service Agreement

WDB Action:

Motion:

Second:

Affirmative:

Negative:

Abstention:

DATE:

**MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORUNITY ACT SUBGRANTS**

This Memorandum of Understanding (MOU) is made and entered into this 13th day of March, 2018, (Effective Date) by and between the County of Riverside, a political subdivision of the State of California, by and through its Economic Development Agency, Workforce Development Division (Riverside) and the County of San Bernardino through its Economic Development Agency's Workforce Development Department (San Bernardino), hereinafter individually and collectively referred to as the "Party" or the "Parties."

RECITALS

WHEREAS, the California Workforce Development Board (CWDB) has designated the Riverside County Workforce Development Board (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB), collectively, as the Inland Empire Regional Planning Unit (IERPU) for the purpose of implementing regional activities and subgrants (Subgrants) under the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, Riverside and San Bernardino have received seven (7) regional Subgrants from CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire SlingShot Initiative; and

WHEREAS, although the Subgrants are intended to fund the collective activities of the IERPU, the CWDB awards the Subgrants to either Riverside or San Bernardino, as the lead subgrantee designated by the CWDB (Lead Subgrantee); and

WHEREAS, SBCWDB and RCWDB, collectively, as the IERPU, desire to coordinate, jointly carry out tasks, and share in the Subgrant funds; and

WHEREAS, this MOU establishes a framework under which the Lead Subgrantee shall contract with the other Party (Riverside or San Bernardino) in a separate service agreement for each Subgrant in order to allocate current and future Subgrants and to implement programs on behalf of the IERPU more efficiently; and

WHEREAS, coordination between Riverside and San Bernardino is vital to the introduction of regional funding and the leveraging of resources to the greatest effect to improve the workforce system in the Inland Empire; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I
SUBGRANT FUNDS

- 1.1 Recitals. The aforementioned Recitals are true and correct and incorporated herein by this reference.
- 1.2 Subgrant Information. Information pertaining to the Subgrants, such as the applicable Lead Subgrantee, Subgrant Number, Grant Start and End Date, and Total Grant Allotment is set forth in Exhibit A attached hereto. If the CWDB modifies information pertaining to the Subgrants during the Term of this MOU, such as modifying the Grant Code, the Parties may mutually agree in a writing signed by the representatives designated in Section 3.18 to modify Exhibit A without first obtaining approval of their respective board of supervisors.
- 1.2.1 Compliance with Subgrant. The Lead Subgrantee shall be responsible for compliance with all terms and conditions of the applicable Subgrant, and any amendments thereto, including but not limited to, any and all applicable reporting, accounting, and financial disclosure requirements. The Parties shall manage and expend the Subgrant funds in accordance with the terms and conditions of the Subgrant, any and all applicable federal and state laws, their applicable county policies, this MOU, and the applicable Service Agreement.
- 1.3 Service Agreement. In order to share the Subgrant funds as the IERPU, the Parties are hereby authorized to enter into Service Agreements for each Subgrant in substantially the same form as Exhibit B, with non-substantive changes as may be approved by both Parties' legal counsels. Notwithstanding the estimated "Service Agreement Amount" set forth in Exhibit A, the Parties may enter into a (or modify an existing) Service Agreement up to, but not to exceed, the Total Grant Allotment amount set forth in Exhibit A.
- 1.3.1 Increases to Service Agreement; Additional Subgrant Funds. Pursuant to the delegation of authority approved by each Party's Board of Supervisors in connection with the approval of this MOU, in the event that additional funds are allocated by CWDB for a Subgrant, the Parties may increase the Total Grant Allotment set forth in Exhibit A and the related Service Agreement in an amount not to exceed \$100,000 without first obtaining approval from each Party's respective Board of Supervisors. Any increase to an existing Total Grant Allotment set forth in Exhibit A in excess of \$100,000 requires approval of each Party's Board of Supervisors.
- 1.4 Pass-through; No independent liability. The purpose of this MOU and the related Service Agreements is to provide a mechanism by which the Lead Subgrantee can share the Subgrant funds received from the CWDB with the other Party. There shall be no obligation under this MOU to make payment of funds if such funds are not received through the Subgrant.
- 1.5 Subgrant Program Year Updates. The Parties may modify this MOU on a program year basis to update the Subgrant information and related amounts set forth in Exhibit A by submitting this MOU to their respective Board of Supervisors for amendment. At the

time of any amendments to the MOU, the Parties may modify Exhibit A to reflect changes to the Subgrant information or amounts made by the CWDB through the date of the amendment.

SECTION II

EFFECTIVE DATE AND TERM

- 2.1. **Term.** The Term of the MOU will commence on the Effective Date, set forth in the introductory paragraph above, and continue until June 31, 2021, unless terminated earlier by the Parties as provided in Section 3.4 below or extended by written amendment to this MOU executed by the Parties prior to the expiration date.

SECTION III

GENERAL PROVISIONS

- 3.1. **Indemnification.** Each Party agrees to defend, indemnify and hold harmless the other Party and its officers, officials, board of supervisors, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged gross negligence, intentional or willful misconduct of the Party, its agents, officers, officials, board of supervisors, employees or representatives in the performance of this MOU.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence. In the event a claim or suit is filed and liability is based on the active conduct of two or more of the Parties, then such Parties shall cooperate and contribute to the defense and indemnity of the claim or suit on an equal basis until such time as comparative negligence is established and damages apportioned. At that time, the responsible Parties shall reimburse the other Party for its costs in accordance with its proportionate share of liability.

The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 3.1.

- 3.2. **Notices.** Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

Riverside County

County of Riverside Economic Development Agency/
Workforce Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attn: Carrie Harmon, Director of Workforce Development

San Bernardino County

County of San Bernardino
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415-0046
Attn: Reg Javier, Deputy Executive Officer

- 3.3. Alternative Dispute. The Parties agree that before either Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator. Each Party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.
- 3.4. Termination. Either Party may terminate its participation in this MOU for any reason by giving thirty (30) days advance written notice to the designated representative of the other Party.
- 3.5. Legal Authority. Nothing in this MOU binds the Parties to perform any action that is beyond its legal authority.
- 3.6. Conflict of Interest. No member, official or employee of the Parties, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 3.7. Interpretation, Governing Law, and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
- 3.8. No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No

other person or entity shall have any right of action based upon the provisions of this MOU.

- 3.9. Section Headings. The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.
- 3.10. Compliance with Laws and Regulations. By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations, and ordinances.
- 3.11. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.
- 3.12. Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 3.13. Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.
- 3.14. Assignment. The Parties shall not assign, transfer, or subcontract any interest in this MOU. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.
- 3.15. Amendments. Except as otherwise provided for herein, this MOU may be amended, in writing, from time-to-time by the Parties acting through their respective Board of Supervisors.
- 3.16. Exhibits: Precedence. All documents referenced as exhibits in this MOU are hereby incorporated in this MOU. In the event of any material discrepancy between the express provisions of this MOU and the provisions of the Subgrant or the Service Agreement, the order of precedence shall be as follows: (1) Subgrant, and any amendments thereto, (2) the Service Agreement, and (3) this MOU.
- 3.17. Independent Contractor. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party.
- 3.18. MOU Administration. The Assistant County Executive Officer of the Economic Development Agency / Workforce Development Division, or designee, shall administer this MOU on behalf of Riverside. The Deputy Executive Officer of Workforce and Economic Development or the Director of Workforce Development, or designee, shall administer this MOU on behalf of San Bernardino.

- 3.19. Cooperation; Further Act. The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.
- 3.20. Entire Agreement. This MOU, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by the Parties to this MOU.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Date: _____

John F. Tavaglione, Chairman
BOARD OF SUPERVISORS

ATTEST:
Kecia Harper-Ihem
Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Jhaila R. Brown
Deputy County Counsel

(Signatures Continued on Following Page)

COUNTY OF SAN BERNARDINO, a
political subdivision of the State of
California

Date: _____

Robert A. Lovingood, Chairman
BOARD OF SUPERVISORS

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

By: _____
Deputy

Approved as to Legal Form	Reviewed for Contract Compliance	Presented to BOS for Signature
Sophie A. Akins, Deputy County Counsel	Miguel McQueen, Deputy Director	Reg Javier, Deputy Executive Director
Date	Date	Date

EXHIBIT A

SUBGRANTS

Subgrant Number	Lead Subgrantee	YOA	Grant Code	Description	Grant Start Date	Grant End Date	Total Grant Allotment	Service Agreement Amount
K698381	RIVERSIDE	2015	1055	Regional Plan Development & Training Coordination Grant - 1055 25% AA Assistance to Incorporate WIOA - WIOA IMP	06/01/2016	03/31/2018	\$208,154 ¹	\$74,500
K698381	RIVERSIDE	2015	1056	1056 25% AA Regional Training Coordinator - WIOA IMP	06/01/2016	03/31/2018	\$43,385	\$0 (in-kind services)
K7102058	RIVERSIDE	2016	1087	1087 Regional Training Coordinator & Implementation PY 16/17	03/01/2017	03/31/2019	\$200,000	\$0 (in-kind services)
K7102058	RIVERSIDE	2016	1089	Regional Staff Capacity and Regional Implementation and Innovation: Regional Organizing Grant - 1089 Regional Organizers PY 16/17	03/01/2017	03/31/2019	\$85,714	\$42,857
K594786 & K7102064	SAN BERNARDINO	2015	1026	Job Driven SlingShot Initiative	1/1/2016	3/31/2018 ²	\$1,016,397	\$428,198
K7102064	SAN BERNARDINO	2017	1105	SlingShot Add'l	07/01/2017	12/31/2018	\$150,000	\$75,000
K8106659	SAN BERNARDINO	2018	1122	Regional Plan Implementation	01/01/2018	06/30/2019	\$600,000	\$300,000
K8106659	SAN BERNARDINO	2018	TBD	Regional Planning	TBD	TBD	\$1,000,000	TBD
K8106654	RIVERSIDE	2018	TBD	Regional Planning	TBD	TBD	\$1,000,000	TBD

¹ This Service Agreement was approved by the Riverside Board of Supervisors on December 12, 2017 (Item 3.19) and the San Bernardino Board of Supervisors on December 19, 2017 (Item 72).

² This Service Agreement was approved by the Riverside Board of Supervisors on February 2, 2016 (Item 3.9) and the San Bernardino Board of Supervisors on March 1, 2016 (Item 76).

EXHIBIT B

SERVICE AGREEMENT

[ATTACHED BEHIND THIS COVER PAGE]

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



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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 [INSERT
23 NAME OF GRANT]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 services as outlined and
8 specified in the SCOPE of SERVICES, attached hereto as Exhibit "A" and incorporated
9 by this reference, for the not to exceed fee set forth in Paragraph 3.1 below.

10 **1.2** The SUBCONTRACTOR represents that it has the experience, personnel,
11 equipment, and facilities necessary to fully and adequately perform under this Agreement
12 and the COUNTY relies upon this representation. The SUBCONTRACTOR shall perform
13 to the reasonable satisfaction of the COUNTY.

14 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to
15 be performed under this Agreement; and the SUBCONTRACTOR agrees it can properly
16 perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR
17 shall not to perform services or provide products that are not permitted by this Agreement,
18 unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4.1
19 and 21.8 below.

20 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR'S performance
21 under this Agreement does not operate as a release of the SUBCONTRACTOR'S
22 responsibility for full compliance with the terms of this Agreement.

23 **2. Term**

24 **2.1** This Agreement shall commence on [INSERT DATE] and expire on
25 [INSERT DATE], unless terminated earlier or otherwise modified by the Parties.

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

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

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

13 **5. Termination**

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

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

23 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

26 (b) Transfer to the COUNTY and deliver in the manner as directed by
27 the COUNTY any materials, reports or other products which, if the Agreement had
28

1 been completed or continued, would have been required to be furnished to the
2 COUNTY.

3 **5.4** After termination, the COUNTY shall make payment only for the
4 SUBCONTRACTOR'S performance up to the date of termination in accordance with
5 this Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any
6 further compensation under this Agreement

7 **5.5** The rights and remedies of the COUNTY provided in this section shall not
8 be exclusive and are in addition to any other rights and remedies provided by law or
9 this Agreement.

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

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

19 **7. Conduct of the SUBCONTRACTOR**

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

1 **7.2** The SUBCONTRACTOR shall not, under circumstances which could be
2 interpreted as an attempt to influence the recipient in the conduct of his/her duties,
3 accept any gratuity or special favor from individuals or firms with whom the
4 SUBCONTRACTOR is doing business or proposing to do business, in accomplishing
5 the work under this Agreement.

6 **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
7 favors, and entertainment directly or indirectly to COUNTY employees.

8 **8. Inspection of Services**

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

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

1 **9. Independent Contractor**

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

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

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

22 **11. Disputes**

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

26 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
27 shall be obligated to attend a mediation session in Riverside County before a neutral
28 third party mediator. A second mediation session shall be required if the first session is

1 not successful. The parties shall share the cost of the mediations. The parties shall
2 jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The
3 mediation shall take place in Riverside County. Each party shall be responsible for its
4 own legal fees and other expenses incident to the preparation for mediation. If the
5 dispute cannot be resolved by mediation, neither COUNTY nor SUBCONTRACTOR
6 waives their rights to bring the appropriate legal action in a court of competent
7 jurisdiction within the County of Riverside.

8 **12. Reserved.**

9 **13. Non-Discrimination**

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

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

25 **14. Record Retention and Documents**

26 The SUBCONTRACTOR agrees to retain all records pertaining to this
27 Agreement under Workforce Innovation and Opportunity Act (WIOA) programs for a
28 period of seven (7) years after termination of this Agreement. If, at the end of seven

1 (7) years, there is an ongoing litigation or an audit involving those records, the
2 SUBCONTRACTOR shall retain the records until the resolution of such litigation or
3 audit is completed. The Department of Labor, the Grantee, and the COUNTY reserve
4 the right to monitor and visit, announced or unannounced, the SUBCONTRACTOR'S
5 facilities at any time during normal business hours. The monitoring shall be conducted
6 in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

7 **15. Confidentiality**

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

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

28 **16. Authorized Representatives**

Agreement Number: INSERT AGREEMENT REFERENCE

1 The Assistant County Executive Officer of the Economic Development
2 Agency/Workforce Development Division, or designee, shall administer this Agreement
3 on behalf of the COUNTY. The Deputy Executive Officer of Workforce and Economic
4 Development or the Director of Workforce Development shall administer this
5 Agreement on behalf of the SUBCONTRACTOR.

6 **17. Force Majeure**

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

13 **18. EDD Reporting Requirements**

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

1 Office listed in the telephone directory in the State Government section under
2 "Employment Development Department" or access their Internet site at
3 www.edd.ca.gov.

4 **19. Hold Harmless/Indemnification**

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

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

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

26 **19.4** The indemnification and defense obligations of this Agreement
27 shall survive its expiration or termination.

28 **20. Insurance**

Agreement Number: **INSERT AGREEMENT REFERENCE**

1 COUNTY and SUBCONTRACTOR represent that they have sufficient insurance
2 coverage for purposes of Professional Liability, General Liability, Automobile Liability
3 and Workers' Compensation and warrant that through their respective insurance
4 programs, they have adequate coverage or resources to protect against liabilities
5 arising out of the performance of the terms, conditions or obligations of this Agreement.

6 **21. General**

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

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

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

23 **21.4 Reserved.**

24 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State
25 and local laws and regulations. The SUBCONTRACTOR will comply with all applicable
26 COUNTY policies and procedures. In the event that there is a conflict between the
27 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with
28 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
14 prior and contemporaneous representations, proposals, discussions and
15 communications, whether oral or in writing. This Agreement may be changed or
16 modified only by a written amendment signed by authorized representatives of both
17 parties. No oral understanding or agreement not incorporated herein shall be binding
18 on any of the parties hereto.

19 **21.9** Reserved.

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

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

1 materials. Therefore, such materials may not be circulated in whole or in part, nor
2 released to the 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
5 breach of the same or of any other term thereof. Failure on the part of the COUNTY to
6 require exact, full and complete compliance with any terms of this Agreement shall not
7 be 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
14 the statements in this certification, SUBCONTRACTOR shall attach an explanation to
15 this 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.
18 Co-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
26 such times and in such form, the COUNTY may require statements, records, reports,
27 data and information pertaining to this Agreement be maintained on file for purpose of
28

1 an audit or examination. Retention of all records for seven (7) years after the County
2 makes final 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
6 COUNTY is notified immediately of any allegation of WIOA-related fraud, abuse or
7 criminal activity or any suspected or proven fraud, abuse or criminal acts committed by
8 staff or participants. If the allegation is of any emergency and/or fiscal nature, it shall
9 be reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately
10 thereafter, a written report shall be submitted. Proof of such report will be maintained
11 in the 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
17 State.

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

22
23 County of Riverside Economic
24 Development Agency/Workforce
25 Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
26 Attention: Carrie Harmon,
27 Director of Workforce Development
28

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

Agreement Number: **INSERT AGREEMENT REFERENCE**

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[Signatures on Following Page]

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

INSERT COUNTY or
SUBCONTRACTOR:]
COUNTY OF SAN BERNARDINO, a
political subdivision of the State of
California, by and through its Economic
Development Department

9 By: _____
10 Carrie Harmon, Director of Workforce
Development

By: _____
Reg Javier, Deputy Executive Officer

11 Dated: _____

Dated: _____

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

APPROVED AS TO FORM:
Michelle D. Blakemore
County Counsel

18 By: _____
19 Jhaila Brown,
20 Deputy 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}

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Agreement Number: INSERT AGREEMENT REFERENCE

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (12)

SUBJECT: Request for Qualifications for High Desert Training Center Consultant

PRESENTED BY: Fred Burks, Administrative Supervisor II
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Review the Scope of Work and authorize staff to release a Request for Qualifications for the procurement of a High Desert Training Center Consultant.

BACKGROUND: The San Bernardino County Workforce Development Board (WDB) held its Annual Strategic Planning Retreat in May of 2017 with one of the main strategies being the development of a High Desert Training Center in conjunction with the High Desert Manufacturing Council (HDMC).

The WDB and HDMC's goal is to effectively engage the High Desert manufacturers and the business community and direct training resources based on employer feedback and regional demand. In collaboration with employers, the WDB and HDMC will develop vocational and on the job training opportunities that meet the specific need of these industries. It is the WDB and HDMC's belief that business engagement in each step of the training process will result in more successful employment outcomes for training participants. Aligning business needs with workforce training ensures employers have qualified pools of candidates and sustainability.

The Request for Qualifications (RFQ) will seek a consultant with substantial experience in the manufacturing and vocational training industry, knowledge of planning, coordination, and execution of business functions, good oral and written communication, a high level of interpersonal skills, and the ability to work in a self-directed environment.

The Scope of Work (SOW) will consist of the following (but will not be limited to):

- Convening Focus Groups
- Updating and/or Developing Curriculum
- Developing Boilerplate Incumbent and Customized Worker Training Contracts
- Securing Employment Training Panel and Additional Grant Funds
- Career Technical Education Training – Developing Career Pathways, Career Ladders

On January 17, 2018 the Economic Development Business Resource Committee (EDBR), reviewed and discussed the SOW and authorized the SOW to be forwarded to the Executive Board. On February 14, 2018, the Executive Board reviewed and discussed the SOW and authorized the SOW to be forwarded to the Workforce Development Board (WDB).

Approval by the WDB will allow staff to release the RFQ, leading to contracting with the highly desired and experienced consultant needed by the WDB and the HDMC to get the High Desert Training Center open and operational.

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (13)

SUBJECT: Funding of Incumbent Worker Training with National Tooling and Machining Association Training Center

PRESENTED BY: Miguel McQueen, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve the development of a contract with National Tooling and Machining Association (NTMA) Training Center for Incumbent Worker Training and submittal of the funding amount not to exceed \$79,500 to the Workforce Development Board.

BACKGROUND: The Workforce Innovation and Opportunity Act allows for local areas to develop programs that increase the competitiveness of employees and employers. Incumbent Worker training is designed to meet special requirements of an employer, or group of employers, to retain a skilled workforce and requires a commitment by the employer to retain or avert the layoffs of the incumbent worker(s) trained.

NTMA Training Center has developed a Computer Numerical Control (CNC) and Mastercam course customized to meet the need of local manufacturing companies. The course is designed for experienced machinist and machine operators and will include skills in CNC programming, operations, and setups, and instruction of MasterCam CAD/CAM Software.

The employers participating in the training offered by NTMA will provide information on how the training will support the company's viability, increase employee or employer competitiveness, expand productivity, or prevent lay-off(s). Employers will agree to retain participants in employment during and after training, and when possible, commit to providing higher wages for the participants based on the new skill-level upon completion.

The contract for an amount not to exceed \$79,500 will include up to ten participants for the training period of March 6, 2018 to August 21, 2018 and will include a scope of work that describes the coursework meeting the needs of the employers and employees participating.

On February 14, 2018, the Executive Board approved the submittal of this Item to the Workforce Board.

WDB Action:

Motion: _____ *Second:* _____

Affirmative: _____ *Negative:* _____

Abstention: none

DATE: February 21, 2018

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (14)

SUBJECT: **AMENDMENT TO CONTRACTS FOR BUSINESS PROCESS IMPROVEMENT CONSULTING SERVICES**

PRESENTED BY: Miguel McQueen, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve the funding for amendment No. 2 to the following contracts effective April 3, 2018, extending the contract term for an additional year, for a total contract period of July 1, 2016, through June 30, 2019, and increasing the contract amounts by an aggregate total of \$340,000, from \$390,000 to \$730,000, for the provision of Business Process Improvement Consulting Services:

- a) DI Solutions/Deisell Consultants, LLC: an increase of \$50,000 for an aggregate total not to exceed \$170,000 (Agreement No. 16-288)
- b) California Manufacturing Technology Consulting: an increase of \$90,000 for an aggregate total not to exceed \$210,000 (Agreement No. 16-289)
- c) Instructional Access, Inc./Rapid 3D Manufacturing Consulting Group: an increase of \$100,000 for an aggregate total not to exceed \$170,000 (Agreement No. 16-290)
- d) Voice Marketing/Voice of the Inland Empire: an increase of \$100,000 for an aggregate total not to exceed \$180,000 (agreement No. 16-291)

BACKGROUND: The approval of the recommended contracts amendments will allow the continued provision of Business Process Improvement Consulting Services to businesses in San Bernardino County. The services help prevent layoffs, maintain and create jobs, and strengthen a skilled workforce, providing opportunities for growth and improved economic conditions throughout the County.

Under the contract terms, the consultants provide companies at risk of closure or reductions in employment with layoff aversion strategies. The services provided are specifically tailored to each individual business, and may include:

- Innovation and Growth
- Process Improvement
- Quality Improvement
- Supply Chain Development
- Technology
- Workforce Development

The amendment will extend the term of the contracts for an additional one-year period, for a total contract period of July 1, 2016 through June 30, 2019, and increase the contracts by \$120,000 for PY 2017-18 and \$220,000 for PY 2018-19.

This item was presented to the Executive Board on February 14, 2018, and approved for submittal to the Workforce Development Board. With approval of the funds, the contract amendments will be presented to the County Board of Supervisors in April 2018.

**San Bernardino County
Workforce Development Board
Agenda Item**

MEETING DATE: February 21, 2018

ITEM: (15)

SUBJECT: **AD HOC COMMITTEE RECOMMENDATION FOR COMMUNITY ASSET MAPPING AND ENVIRONMENTAL SCAN**

PRESENTED BY: Miguel McQueen, Deputy Director
Workforce Development Department

CONSENT _____ **DISCUSSION** X **INFORMATION** _____

RECOMMENDATION: Approve the Ad Hoc Committee recommendation of contract award to ICF Incorporated for the development of a community asset mapping and environmental scan and approve contract funding in a total amount not to exceed \$250,000 for an estimated term of five months beginning April 2018.

BACKGROUND: The Workforce Development Board supports the development of a needs assessment and opportunity scan of community assets, resources, and programs in the county. On December 20, 2017, the Workforce Development Board (WDB) approved the release of a Request for Proposal (RFP) for the development of a community asset mapping and environmental scan.

On January 22, 2018, 4 proposals were received and all determined responsive to the RFP minimum criteria. The proposals were evaluated by a panel of qualified neutral parties representing the WDB Committees and the County's Economic Development Department. Proposals were scored in accordance with the Evaluation process outlined in the RFP. The panel recommended ICF Incorporated as finalist.

An Ad Hoc Committee convened on February 14, 2018 to review the evaluation panel's recommendation and approved selection of ICF Incorporated.

The Asset Map project shall adhere to place based development and identify duplicative services. The project shall also emphasize braided funding opportunities and invite philanthropic investments through socially innovative models of demand-driven human capital development.

The Scope of Work will include:

- An inventory (including comprehensive contact information) of service providers in the County.
- A special section denoting providers serving youth ages 14-24.
- A Geographic Information System (GIS) map of service providers in the County.
- A comprehensive inventory of services provided by each provider identified in the inventory.
- A profile of the clientele served by each provider in the inventory.
- An analysis of the existing service mix in each of four sub-regions of the County (West Valley, East Valley, High Desert, and Morongo Basin).
- GIS layers for each area of the County showing the specific concentration of services (e.g. eligibility review/verification, case management, job development/placement, etc.)
- GIS layers for each area of the County layering locations of growth industries, transit and other vital considerations based upon input from each WDB committee.
- A written report summarizing all findings and recommendations based upon the findings of this research.

Approval of the recommendation will allow staff to negotiate an agreement with ICF Incorporated and to present the contract in an amount not to exceed \$250,000 to San Bernardino County Board of Supervisors for approval in April 2018.