

**AGREEMENT FOR REIMBURSEMENT FOR PLANNING/CONVENING
MERCED COUNTY
CONTRACT NO. _____**

This AGREEMENT is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County") and Workforce Investment Board of Tulare County (hereinafter referred to as "SJVAC RPU Partners").

1. PURPOSE & SCOPE

The purpose of this AGREEMENT is to reimburse San Joaquin Valley and Associated Counties Regional Planning Unit (SJVAC RPU) the costs of planning, training, and convening to develop and implement regional collaborative and decision making.

In particular, this AGREEMENT is intended to assist SJVAC RPU Partners with the cost of training their staff in the Prison to Employment Initiative Planning Grant regulation, and other authorized trainings or seminars to assist with local and regional implementation.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A-Scope of Work

2. FUNDING

The funding for this AGREEMENT is from the following grant.

- Prison to Employment Initiative Planning Grant

3. TERM

The term of this AGREEMENT shall commence on March 1, 2019 and end on March 31, 2020, as prescribed in "Exhibit A", attached hereto and made a part hereof. Such term may be extended only by mutual AGREEMENT in writing between the parties.

4. COMPENSATION

County agrees to pay SJVAC RPU Partners a Total Contract Price of Nineteen Thousand and No/100 Cents (\$19,000.00) for all of the SJVAC RPU Partners services to be provided herein, as are more specifically set forth in Exhibit "A" attached hereto. The Total Contract Price shall include all of County's compensation to the SJVAC RPU Partners, including reimbursement for all expenses incurred by the SJVAC RPU Partners in the performance of this Agreement. No other fees or expenses of any kind shall be paid to SJVAC RPU

Partners in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the SJVAC RPU Partners and be mailed or delivered to SJVAC RPU Partners at:

Name: Workforce Investment Board of Tulare County
Address: 309 W. Main Street, Suite 120
City/State/Zip: Visalia, CA 93291

SJVAC RPU Partners may request that County mail the check to SJVAC RPU Partners, to such other address as the SJVAC RPU Partners may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

5. PRICING CONDITIONS

County agrees to pay SJVAC RPU Partners for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to SJVAC RPU Partners without formal approval of the County's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed \$19,000.00.

County shall not be responsible for any charges or expenses incurred by SJVAC RPU Partners, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

6. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth in Exhibit "A" attached hereto. Payment shall be made in the following manner:

Upon completion of the required services as set forth in Exhibit "A" attached hereto, SJVAC RPU Partners shall submit an invoice **within 30 calendar days of each invoice period**, detailing the services it has provided and the amount owed under this AGREEMENT. In addition to the invoice submitted by the SJVAC RPU Partners for payment, SJVAC RPU Partners must complete and submit to the County, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf). Both the invoice and W-9 form shall be forwarded to the County at the County address shown under Section "NOTICES" of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the County of all tasks identified on the invoice.** Upon approval by County, the fee due

hereunder shall be paid to SJVAC RPU Partners within thirty (30) days following receipt of a proper invoice.

In no event shall County be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the AGREEMENT.

7. INDEPENDENT CONTRACTOR

SJVAC RPU Partners shall be and remain an independent contractor. Any person employed by SJVAC RPU Partners to perform services hereunder shall be deemed to be SJVAC RPU Partners' employee, agent or subcontractor and shall not be entitled to workers' compensation or any benefits afforded by County to its employees. SJVAC RPU Partners shall indemnify, defend, and hold County harmless against any and all claims for workers' compensation or any benefits paid to persons performing services hereunder.

County shall not be responsible for deducting from fees paid under this AGREEMENT any taxes, unemployment, social security or other expenses. SJVAC RPU Partners, SJVAC RPU Partners' employees, agents and independent contractors shall have no authority nor shall they represent themselves as having any authority to bind County in any manner whatsoever.

8. ALTERATION, AMENDMENT

No alteration of the terms of this AGREEMENT shall be valid or binding upon either party unless made in writing and signed by both parties. This AGREEMENT may be amended at any time by mutual AGREEMENT of the parties, expressed in writing and signed by both parties.

9. INSURANCE

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this agreement.

10. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or

employees. Further, SJVAC RPU Partners will indemnify County should any of the funds it used violate the grant under which the reimbursement is made.

11. CONFIDENTIALITY

Any information (written, oral, or observed) received by the SJVAC RPU Partners during the course of the AGREEMENT providing services to County will be deemed to be confidential. This information may only be used in the provision of services under this AGREEMENT and may not be revealed to any third parties during this AGREEMENT or after its expiration without the prior written consent of County.

12. LIMITED EFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to SJVAC RPU Partners constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of the SJVAC RPU Partners. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving SJVAC RPU Partners from its full responsibility under this AGREEMENT.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

13. APPLICABLE LAW; VENUE

All parties agree that this AGREEMENT and all documents issued or executed pursuant to this AGREEMENT as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this AGREEMENT shall be binding upon County unless agreed in writing by County and Counsel for County.

Notwithstanding any other provision of this AGREEMENT, any dispute concerning any question of fact or law arising under this AGREEMENT or any litigation or arbitration arising out of this AGREEMENT, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

14. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

SJVAC RPU Partners and any subcontractors shall comply with all applicable federal, state and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this AGREEMENT, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. SJVAC RPU Partners shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

SJVAC RPU Partners represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

SJVAC RPU Partners agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

SJVAC RPU Partners shall include this nondiscrimination provision in all subcontracts related to this AGREEMENT.

15. NOTICES

All notices, requests, demands or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- (a) Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- (b) First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- (c) Certified Mail. When mailed by certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.
- (d) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

- (e) Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for this notice to the parties to this AGREEMENT at the time of endorsement of this AGREEMENT is as follows:

County of Merced c/o

David Mirrione

1205 W 18th St

Merced, CA 95340

(209) 725-3592 FAX

Workforce Investment Board of
Tulare County

Attn: Fiscal

309 W. Main Street, Suite 120

Visalia, CA 93291

(559) 713-5200

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT.

16. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the parties, and any amendment to this AGREEMENT must be in writing and signed by both parties.

17. OWNERSHIP OF DOCUMENTS

SJVAC RPU Partners shall maintain full and accurate records with respect to all matters covered under this AGREEMENT. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of

services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this AGREEMENT.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this AGREEMENT are expressly conditioned upon SJVAC RPU Partners' compliance with the provisions of this AGREEMENT to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

19. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than the SJVAC RPU Partners.

20. LAWS, LICENCES, PERMITS AND REGULATIONS

SJVAC RPU Partners and County agree to comply with all State laws, and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to SJVAC RPU Partners and County, their sub-grantees, SJVAC RPU Partners, or sub-Contractor, and their work.

SJVAC RPU Partners shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by County.

21. BREACH OF CONTRACT

Upon breach of this AGREEMENT by SJVAC RPU Partners, County shall have all remedies available to it both in equity and/or at law.

22. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this AGREEMENT to the contrary, if SJVAC RPU Partners fails to perform any obligation of this AGREEMENT, the County may itself perform, or cause the performance of, such AGREEMENT or obligation. In that event,

SJVAC RPU Partners will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to SJVAC RPU Partners the AGREEMENT necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this AGREEMENT.

23. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this AGREEMENT shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

24. CONFLICT OF INTEREST

SJVAC RPU Partners covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this AGREEMENT. SJVAC RPU Partners shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. SJVAC RPU Partners shall ensure that no County officer or employee in a position that enables them to influence this AGREEMENT will have any direct or indirect financial interest resulting from this AGREEMENT. SJVAC RPU Partners shall ensure that no County employee shall have any relationship to the SJVAC RPU Partners or officer or employee of the SJVAC RPU Partners, nor that any such person will be employed by SJVAC RPU Partners in the performance of this AGREEMENT without immediate divulgence of such fact to the County.

25. CAPTIONS

The captions of each paragraph in this AGREEMENT are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this AGREEMENT or in any way affect it.

26. SEVERABILITY

If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to SJVAC RPU Partners from the County may, however, be adjusted in proportion to the benefit received despite the removal of the affected provision.

27. DUPLICATION OF COUNTERPARTS

This AGREEMENT may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The AGREEMENT shall be deemed executed when it has been signed by both parties.

27. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to SJVAC RPU Partners pursuant to this AGREEMENT is based on COUNTY'S continued appropriation of funding for the purpose of this AGREEMENT, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this AGREEMENT are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this AGREEMENT and all obligations of the COUNTY arising from this AGREEMENT shall be immediately discharged. COUNTY agrees to inform SJVAC RPU Partners no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by SJVAC RPU Partners arising out of performance of this AGREEMENT must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and SJVAC RPU Partners may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this AGREEMENT. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the SJVAC RPU Partners, which the SJVAC RPU Partners hereby agrees to accept as sufficient payment until cash funding becomes available.

28. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to SJVAC RPU Partners except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by SJVAC RPU Partners prior to, and in connection with, discontinuing the work hereunder.

29. TERMINATION FOR CAUSE

The COUNTY may terminate this Agreement for and be relieved of any making any payments to SJVAC RPU Partners, and all duties to SJVAC RPU Partners should the SJVAC RPU Partners fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the SJVAC RPU Partners and the balance, if any, shall be paid to the SJVAC RPU Partners upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

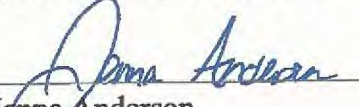
County of Merced

By: 
Chairman

MAR 26 2019


Dated

APPROVED AS TO LEGAL FORM:
MERCED COUNTY COUNSEL

By: 
Jenna Anderson
Deputy County Counsel

3-19-19
Dated


Workforce Investment Board of
Tulare County

By: 
Adam Peck
Executive Director

2/27/19

Dated APPROVED BY
WORKFORCE INVESTMENT BOARD
MINUTES OF 02-20-2019

DEPARTMENT OF WORKFORCE
INVESTMENT

By: 
David Mirrione
Director

3-4-19
Dated

EXHIBIT A
SCOPE OF WORK

SJVAC RPU Partners will receive reimbursement for planning and convening of stakeholders related to the Prison Employment Initiative Planning Grant in the respected region.

The SJVAC RPU Partners will:

1. Engage stakeholders in an enriched discussion that leads to improved collaboration between workforce and partners to serve the formerly incarcerated.
2. Develop innovative methods of service delivery.
3. Expand successful methods to other regions.
4. Participate in regional convening meeting as pertain to the formerly incarcerated population.
5. Invoice the County within thirty (30) days of each SJVAC RPU partners planning and convening conducted (all invoices must be received within thirty (30) days to be honored.) The invoice must include a copy of the planning and convening location; sign in sheet for those attending the planning and convening; if requesting any travel reimbursement then backup for those costs must also be attached.

The County will:

Stipulate that any invoice received after the fourth (4th) working day of a month may not be processed for payment until the following month.