

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

TUESDAY, JULY 10, 2018 AT 9:30 A.M.

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

9:30 A.M. CONVENE MEETING OF THE WORKFORCE DEVELOPMENT EXECUTIVE BOARD

OPENING

- 1) Call Meeting to Order
- 2) Adoption of Agenda
- 3) Introductions

REVIEW AND APPROVAL OF MEETING MINUTES

- 4) Approval of Minutes from May 30, 2018 Executive Board Meeting

PUBLIC COMMENT

- 5) Comments from the General Public in Attendance

DISCUSSION

- 6) Approval of Worksite Agreement for Private Businesses Template for Career Pathways Youth

REPORTS AND INFORMATION

- 7) Workforce Development Board Initiatives - Program Year 2018-2019
- 8) One-Stop Operator Report
- 9) Public Relations/Media Report
- 10) Hallmarks of Excellence – Quarterly Update
- 11) 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) 387-9862 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
Executive Board
Agenda Item**

MEETING DATE: July 10, 2018

ITEM: (4)

SUBJECT: Approve Minutes from May 30, 2018 Executive Board Meeting

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

CONSENT **DISCUSSION** **INFORMATION**

RECOMMENDATION: Approve Minutes from May 30, 2018 Executive Board Meeting

BACKGROUND: See attached minutes

**Workforce Development Board
EXECUTIVE BOARD MEETING**

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

WEDNESDAY, MAY 30, 2018, 8:30 A.M.

MINUTES

ATTENDANCE:

Members	Present
Tony Myrell (Chair)	X
Phil Cothran (Vice Chair)	X
William Sterling (Second Vice Chair)	X
B.J. Patterson	X
Jon Novack	X
Anita Tuckerman	X
Staff to WDB	Present
Devra Bell	X
Sandy Harmsen	X
Reg Javier	

WDD Staff	Present
Fred Burks	X
Curtis Compton	X
Mariann Johnson	X
Miguel McQueen	X
Stephanie Murillo	X

OPENING

- 1) **Chair called meeting to order at 8:35 A.M.**
- 2) **Adoption of Agenda** – The Chair called for a motion to adopt the agenda. B.J. Patterson motioned; Will Sterling seconded the motion. None opposed, motion carried.
- 3) **Introductions** were made.

REVIEW AND APPROVAL OF MEETING MINUTES

4) Approval of Minutes from April 11, 2018 Executive Board Meeting

The Chair called for a motion to approve the Minutes from the April 11, 2018 Executive Board (Exec) meeting. Jon Novack motioned; Anita Tuckerman seconded the motion. None opposed. Motion carried.

PUBLIC COMMENT

5) Comments from the General Public in Attendance

There were no public comment cards provided

DISCUSSION:

6) Approval of Funding for the San Bernardino County Workforce Innovation and Opportunity Act Youth Program Selections and Contract Awards for Program Years 2018 through 2021

Mariann Johnson presented this item. Recommendation was 13 awards with 2250 youth to be served. Phil Cothran asked for clarification of the territory that is noted as "Limited High Desert". Ms. Johnson confirmed this area represents Needles, CA. Data in this item included the Provider Name, Geographical Area, Budgets by Fiscal Year and Enrollment information by Fiscal Year. Ms. Johnson also noted that reports will be provided to the Executive Board members, so we can continue to monitor the providers and ensure they meet their goals.

Tony Myrell reported on the Youth Ad Hoc Committee meeting that took place on April 18, 2018, to review each provider's Request for Proposal (RFP). Jonathan Weldy read each of the proposals and was one of the scorers. A discussion ensued about the funding that was approved for each provider and how those figures were determined. Ms. Johnson noted that RFP amounts, as well as the provider's funding information were utilized in making those decisions as recommended by the Ad Hoc Committee. The first year has some carryover, so it is higher than the two other years. Anita Tuckerman asked if we could add new providers and Mr. Myrell noted that we could make changes, if a provider is not performing properly and a contract needs to be terminated. There are three new providers on the list and no new start-up providers. Chair called for a motion to approve. Will Sterling motioned and B.J. Patterson seconded the motion. None opposed; motion carried.

7) Approval of Award for Labor Market and Intelligence Services

Miguel McQueen presented item. He noted that this item was previously scheduled for presentation to the Executive Board, but due to a tie between the scoring of two contenders, an interview was conducted by a committee comprised of Cheri Greenlee, Workforce Development Board Member, Elisa Laurel of Economic Development Agency and Curtis Compton from the Business Services unit of the Workforce Development Department. After interviewing the final two firms, Chmura and University of California Riverside Forecast, LLC (UCR), a decision was made to select UCR, as they have a strong understanding of our Region. Chair called for a motion to approve. B.J. Patterson motioned and Will Sterling seconded the motion. None opposed; motion carried.

8) Approval of High Growth Industry Sector Change

Mariann Johnson presented the item. To better position San Bernardino County to maximize business growth and improve local economies, a recommendation was made for targeted investments in five high growth industry sectors, including Transportation/Logistics, Manufacturing, Health Care, Construction and Professional/Scientific/Technical Services. With approval of these changes, the Local Plan would be modified in the coming program year. Chair called for a motion to approve. Anita Tuckerman motioned and Jon Novack seconded the motion. None opposed; motion carried

9) Review Worksite Agreement for Private Businesses Template for Career Pathways Youth

Mariann Johnson provided an overview of this item. She provided a draft handout to the Board members, titled GenerationGo, which reflected Work Based Learning Employer Participation Options. This document outlined the worksite responsibilities, insurance requirements and the responsibilities of the Workforce Development Department. Ms. Johnson requested feedback from the Board members to determine if this document was easy to follow for a business owner. A discussion ensued about the legal ramifications for a business owner and the need for additional legal review of those documents prior to having a business owner sign the worksite agreement. Ms. Johnson requested that each Executive Board member review the document and provide their questions and comments for possible changes.

10) Discuss Recommendation and Agreement of SlingShot Healthcare Industry Sector Consultant

Miguel McQueen introduced Stephanie Murillo to provide an overview of this item. Ms. Murillo noted that ReachOut is handling the Healthcare Consultant, which is held by Riverside County, and the Manufacturing contract is held by San Bernardino County. The item was brought to the Executive Board to determine the scope of work desired over the next year for the Healthcare industry. Jon Novack noted that the Career Pathways for Healthcare is huge and there are many jobs available. He requested that ReachOut come to an Executive Board meeting to report on this industry and job opportunities. It was also noted that Riverside County relies on funding from SlingShot, but San Bernardino County does not rely on that funding, per se. Tony Myrell suggested having further discussions with Jamil Dada from Riverside County regarding the funding needs.

REPORTS AND INFORMATION

11) Workforce Development Board Initiatives – Program Year 2017-2018

Mariann Johnson reported on the Career Pathways Program. There were 14 students that recently finished the pilot program and several are enrolling at Valley College. These students will be taking the Medical Assistant test soon. Additional districts are currently working to add Career Pathways programs, which include Colton and Yucaipa. Colton has approximately 24 students that are coming from the continuation high school and will seek an internship this summer.

Curtis Compton provided an update on the Business Services unit, including updates from the annual retreat and a brief update of the visits between the Board members and the Business Service Representatives to local businesses.

Fred Burks provided an update of the High Desert Training Center, which included a handout showing the project timeline. He reviewed the status of the Request for Proposal (RFP), which had been completed without any bids for a project manager. Mr. Burks informed the Board members that he had discussed the possibility of interviewing Kathy Dutton for this position, since the RFP process was completed unsuccessfully and we are now able to search for a candidate outside of this process. Tony Myrell requested a copy of the proposal from Ms. Dutton for review. A discussion ensued about Ms. Dutton's background and experience for this position.

12) One-Stop-Operator Report

Angela Gardner presented an updated report and noted that she had just completed the first full year of partner meetings on May 9th. She said it was the best attended meeting, with over 50 individuals in attendance. Training of staff at the America's Job Centers of California will occur over a three day period in June. Ms. Gardner also noted that she had received a request from another One Stop Operator for documents that we utilize, as they see San Bernardino County as the "model" for this process. She expressed her gratitude to the Workforce Development Board for their engagement and participation.

13) Attendance Report

Devra Bell provided a copy of the updated Attendance Report in the binders. The report was modified to include the percentage of attendance for each member, as requested by Will Sterling.

14) Legislative Report

Devra Bell provided a copy of the Legislative Report in the binders for the members to review. The report had been prepared by Maral Hernandez.

15) Public Relations/Media Report

Steve Lambert provided the updated media report to the Board members. He noted that work continues on supporting the Career Pathway projects via press releases. Jessica Spaulding from 20/20 reported that Tony Myrell had been interviewed for a magazine on May 29th.

16) County Report

Miguel McQueen provided updates. The East Valley Job Fair will be held at the Orange Show Fairgrounds on June 14, 2018 from 9:00 am – 12:00 pm. The new Business Services Manager, Michael Ector, will start on June 12th. Notification was received from the California State Workforce Board and our County will be receiving additional funding, as well as three other local regions.

ADJOURNMENT

Chair called for a motion to adjourn. Will Sterling motioned and Jon Novack seconded the motion. None opposed; motion carried.

Meeting adjourned at 10:15 a.m.

The next WDB Executive Board Committee meeting is scheduled for Tuesday, July 10, 2018 at 9:30 a.m. to be held at WDD Admin, 290 North D Street, 6th Floor, San Bernardino, CA 92415.

Devra Bell – WDB Secretary

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

MEETING DATE: July 10, 2018

ITEM: (6)

SUBJECT: **Revised Worksite Agreement for Private Businesses Template for Career Pathways Youth**

PRESENTED BY: Mariann Johnson, Deputy Director
Workforce Development Department

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

RECOMMENDATION: Review and approve the revised Worksite Agreement for Private Businesses template for students participating in the Career Pathway Work Experience program for submittal to the Workforce Development Board.

BACKGROUND: As part of the Career Pathway Work Experience program, the Worksite Agreement for Private Businesses template between San Bernardino County and various private businesses in the county will be used to facilitate the placement of high school students in work-based learning sites within the county. The Worksite Agreement for Private Businesses will allow Workforce Development Department (WDD) to develop work-based learning sites for the youth as expeditiously as possible.

The agreement outlines, in part:

- Worksite responsibilities
- WDD responsibilities
- Insurance requirements

The agreement would be effective for three (3) years, with an optional two (2) one-year extensions, and may be terminated at any time, with or without cause, by either party with a thirty (30) day notice. The agreement would cover any youth placed at the worksite for the duration of the agreement.

As part of the discussion at the Executive Board meeting on May 30, 2018, the Worksite Agreement for Private Businesses has been revised. Changes include:

- Removal of Recitals
- Removal of Health Insurance Portability and Accountability Act language
- Addition of mutual Indemnification
- Removal of Failure to Procure Coverage clause
- Removal of Professional Liability and Cyber Liability Insurance requirements

With approval, this item will be submitted to the Workforce Development Board for review and approval on August 8, 2018.



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative Reg Javier
Telephone Number _____

Contractor _____
Contractor Representative _____
Telephone Number On File
Contract Term _____
Original Contract Amount N/A
Amendment Amount N/A
Total Contract Amount N/A
Cost Center N/A

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement, is entered into by and between the County of San Bernardino, through its Workforce Development Department (WDD) and the [INSERT NAME] (Worksite). WDD and Worksite are individually referred to herein as "Party" and collectively as "Parties."

I. Worksite Responsibilities

The Worksite shall provide work placement training to the students (Students) of those educational institutions with which WDD has contracted (Schools) and shall:

1. Permit access for Students as necessary to participate in required work experiences.
2. Designate appropriate personnel to coordinate the Student's placement experiences, and inform Students of all applicable policies and regulations of the Worksite.
3. Provide and maintain the records and reports of the Students in accordance with all applicable laws, regulations, and policies, including but not limited to, privacy and confidentiality during their placement experiences.
4. Permit and encourage employees of the Worksite to participate in the instructional phase of the placement experiences.
5. When practical, permit the Worksite's management or other designated personnel to attend meetings of the WDD's placement staff, or any committee thereof, to coordinate the placement experiences provided for under this Agreement.
6. Recommend to the WDD the withdrawal of a student for reasons not limited to: (a) the achievement, progress, adjustment or health of the student does not warrant continuation at the Worksite, (b) excessive absences, (c) Student poses a health and safety risk to himself, herself or others, (c) the Student has violated Worksite policy or State and/or Federal law, (d) the behavior of the Student fails to conform to the applicable policies of the Worksite.

7. Comply with all applicable Federal, State and local laws and regulations, including but not limited to, provide a drug-free workplace pursuant to the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), and all applicable County and WDD policies and procedures.

II. WDD Responsibilities

The WDD shall:

1. Designate a staff member of the WDD who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Worksite.
2. Provide the names of Students sufficiently in advance to allow convenient planning of schedules. Students assigned for placement experiences at the Worksite shall be subject to the supervision and direction of the Worksite.
3. Require every student to conform to all applicable Worksite policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Worksite, WDD, and School.
4. Ensure that Students have been provided with information and education necessary to enable them to function safely and effectively.
5. In consultation and coordination with the Worksite, will arrange for periodic conferences between appropriate representatives of the Worksite, WDD, and School to evaluate the placement experience program provided under this Agreement.
6. Provide for the orientation of Students assigned to the Worksite.
Contract with a vendor (Vendor) to be employer of record for the Student. Worksite shall not be responsible for those services provided by Vendor. Vendor shall provide on-boarding assistance, respond to employee relations issues, provide payroll services, provide leave management tracking, track workers' compensation claims, and track unemployment claims.

In the event of ambiguity as to what services are to be provided by Vendor, Worksite shall clarify with WDD.

III. Term and Termination

This Agreement shall be effective for a three (3) year term, commencing on the last date of the execution of this Agreement by both Parties and shall automatically renew for two (2) successive one (1) year terms thereafter unless extended by the mutual written consent of the Parties. This Agreement may be terminated at any time, with or without cause, by either Party after giving the other Party thirty (30) days advance written notice of its intention to terminate.

IV. Indemnification

The County agrees to indemnify, defend (with counsel reasonably approved by Worksite) and hold harmless Worksite and its authorized officers, employees, agents and volunteers, at County's sole expense, from and against any and all claims, actions, losses, damages, liability, and/or legal proceedings brought against Worksite, its authorized officers, employees, agents and volunteers arising out of the performance of the County under this Agreement.

Worksite agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its elected officials, officers, employees, agents and volunteers, at Worksite's sole expense, from and against any and all claims, actions, losses, damages, liability, and/or legal proceedings brought against County, its elected officials, officers, employees, agents and volunteers arising out of the performance of Worksite under this Agreement.

Notwithstanding the foregoing, neither Party shall be liable for the defense or indemnification of the other party for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the other Party.

In the event the both Parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the Parties shall indemnify the other to the extent of its comparative fault. In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney fees.

V. Insurance

1. All policies, except for Worker's Compensation and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
2. Waiver of Subrogation Rights. The Worksite shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Worksite and Worksite's employees or agents from waiving the right of subrogation prior to a loss or claim. The Worksite hereby waives all rights of subrogation against the County.
3. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
4. Severability of Interests. The Worksite agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Worksite and the County or between the County and any other insured or additional insured under the policy.
5. Proof of Coverage. The Worksite shall furnish Certificates of Insurance to the WDD evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the WDD, and Worksite shall maintain such insurance from the time Worksite commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Worksite shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
7. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
8. Insurance Review. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Worksite agrees to execute any

such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

9. The Worksite agrees to provide insurance set forth in accordance with the requirements herein. If the Worksite uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Worksite agrees to amend, supplement or endorse the existing coverage to do so.
10. Without in anyway affecting the indemnity herein provided and in addition thereto, the Worksite shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Worksite and all risks to such persons under this contract. If Worksite has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Worksites that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - ii. Commercial/General Liability Insurance – The Worksite shall carry General Liability Insurance covering all operations performed by or on behalf of the Worksite providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 1. Premises operations and mobile equipment.
 2. Products and completed operations.
 3. Broad form property damage (including completed operations).
 4. Explosion, collapse and underground hazards.
 5. Personal injury.
 6. Contractual liability.
 7. \$2,000,000 general aggregate limit.
 - iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Worksite is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Worksite owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - iv. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - v. Abuse/Molestation Insurance – The Worksite shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

VI. Integration Clause

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.///

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

**COUNTY OF SAN BERNARDINO
WORKFORCE DEVELOPMENT DEPARTMENT**

[INSERT WORKSITE NAME]

Name: Reg Javier
Title: Deputy Executive Officer
Address: 290 North D Street
Suite 600
San Bernardino, CA 92415-0046

Name:
Title:
Address:

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Name:
Title: Deputy County Counsel

Date: _____