

SERVICE AGREEMENT

SA-TEMPLATE-00

Instructions:

Sections in **BLACK** can't be changed without consulting Compliance Department first.
Sections in **RED** should be modified or removed as needed.

This service agreement ("Agreement") is made by and between the San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation ("Workforce Partnership"), and **[CONTRACTOR'S LEGAL NAME, a INSERT TYPE OF CORPORATION]** ("Contractor"), as of **[DATE]** (the "Effective Date").

- A. Contractor is **[INSERT TYPE OF ENTITY AND SERVICES THAT THEY PROVIDE];**
- B. Contractor was procured through a **[REQUEST FOR BID (RFB) / SEALED BID (VIA AN INVITATION FOR BID(IFB) / COMPETITIVE PROPOSAL (VIA A REQUEST FOR PROPOSAL (RFP))]** process on **[DATE]**. The term of this service agreement is for one year, beginning **[DATE]** and ending **[DATE]**. Workforce Partnership has the option to extend the agreement for **[INSERT NUMBER FOR YEARS]** additional one (1) year periods in its sole discretion;
- C. Workforce Partnership desires to retain Contractor to provide **[TYPE OF SERVICES]** services under the terms and conditions set forth in this Agreement; and
- D. Contractor desires to perform such services for Workforce Partnership under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and obligations of the parties as herein expressed, Workforce Partnership and Contractor hereby agree as follows:

1. TERM

This Agreement will commence on the Effective Date and terminate on **[DATE]** ("Termination Date") unless terminated earlier or extended as provided herein. The period between the Effective Date and the Termination Date is referred to as the "Term."

At its sole discretion, Workforce Partnership shall have the option of extending the Term. Upon such extension, Workforce Partnership and Contractor shall sign an amendment to this Agreement extending the Term, revising Attachment A – "Description of Services," and revising Attachment B – "Fee Schedule/Invoicing."

2. SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1. Contractor agrees to provide to Workforce Partnership services as described in Attachment A – "Description of Services" (collectively, the "Services") attached to this Agreement and incorporated herein by this reference.
- 2.2. Contractor will determine the method, details, and means of performing services.

- 2.3. Contractor enters into this Agreement as an independent contractor and shall remain an independent contractor throughout the Term. Contractor agrees that neither Contractor nor Contractor's employees, subcontractors, or other persons hired or otherwise engaged by Contractor to perform the Services under this Agreement (each a "Contractor Party" and collectively "Contractor Parties") are or will be an employee, partner, agent, or principal of Workforce Partnership at any time during the Term. Contractor, at Contractor's own expense, is responsible for providing to Contractor Parties disability, unemployment, worker's compensation, and other insurance, training, permits, licenses, and all other employment related insurance, benefits, or programs desired by Contractor or required by law. Contractor agrees that neither Contractor nor any Contractor Party will be entitled to the rights or benefits afforded to employees of Workforce Partnership including, without limitation, Workforce Partnership provided disability or unemployment insurance, worker's compensation, medical insurance, retirement plans, sick leave, or any other Workforce Partnership employment benefit.
- 2.4. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Workforce Partnership to Contractor under this Agreement. Contractor shall provide Workforce Partnership proof of timely payment of such taxes upon request from Workforce Partnership. Contractor agrees to indemnify, defend and hold harmless Workforce Partnership and Workforce Partnership Parties (defined below) forever against and from any and all claims, costs, losses, fees, penalties, interest, or damages (including attorneys' fees reasonably incurred) suffered by Contractor's failure to comply with this provision.
- 2.5. Contractor may, at Contractor's own expense, use any of its own employees as Contractor deems necessary to perform the Services required of Contractor under this Agreement. Workforce Partnership may not control, direct or supervise Contractor's employees in the performance of those Services.

3. **COMPENSATION**

- 3.1. Contingent upon satisfactory completion of the deliverables ("Deliverables") described in Attachment A – "Description of Services" attached hereto, and in consideration for the Services actually performed by Contractor, Workforce Partnership agrees to pay Contractor an aggregate amount not to exceed **[AMOUNT]** ("Maximum Compensation"). Payments will be made by Workforce Partnership to Contractor in accordance with Section 3.2, below, and shall constitute full and complete compensation for Contractor's Services under this Agreement.
- 3.2. Following the submittal to Workforce Partnership of each Deliverable, Contractor shall submit to **SDWPFinance@workforce.org** an electronic, complete and correct invoice for Services provided in accordance with Attachment B – "Fee Schedule/Invoicing" ("Fee Schedule/Invoicing") attached hereto and made a part hereof by this reference. In the event the electronic invoicing is not possible, Contractor may submit invoices via mail to the following: **ATTN: Accounts Payable, San Diego Workforce Partnership, 9246 Lightwave Ave, Suite 210, San Diego, CA 92123.**

Invoice Information

Invoices must contain the following information:

1. Service Agreement number: **[SERVICE AGREEMENT NUMBER]** (i.e., SA-WORKFORCE-01)
2. Name of deliverable (i.e., Participant Survey, Reporting, etc.);
3. The amount billed for each deliverable; and
4. Copy of deliverable as outlined in Attachment B – “Fee Schedule/Invoicing”

Upon approval by Workforce Partnership of the subject Deliverable and corresponding invoice, Workforce Partnership shall make payment to Contractor within thirty (30) working days. Payment to Contractor will be made in arrears for Services actually provided and the aggregate dollar amount of all invoices submitted by Contractor to Workforce Partnership under this Agreement shall not exceed the Maximum Compensation set forth in Section 3.1, above.

- 3.3. Contractor shall be responsible for all expenses incurred in performing Services under this Agreement including, without limitation, costs and expenses (1) for local transportation, including parking, while on Workforce Partnership business, and (2) to maintain a cellular telephone to facilitate communication with Workforce Partnership.
- 3.4. Receipt of compensation for Services under this Agreement is subject to Workforce Partnership policy and is also subject to auditing and monitoring by federal, state, local government or private grantors to Workforce Partnership. It is Contractor’s responsibility to obtain and comply with any such requirements. Payments received by Contractor pursuant to Section 3.2 that are later deemed ineligible or disallowed by Workforce Partnership, or by a federal, state, local government, or private grantor to Workforce Partnership pursuant to an audit or monitoring, because they do not comply with grant requirements, or because they are not in compliance with applicable laws (including but not limited to 2 CFR 200.302 and 45 CFR 75.302), shall be refunded by Contractor to Workforce Partnership promptly upon request, or Workforce Partnership may offset the amount disallowed or deemed ineligible from any payment due to or future payment to Contractor under this Agreement.

4. PROVISIONS RELATED TO CONTRACTOR

- 4.1. Contractor shall work a sufficient number of hours per week to ensure that the Services are completed within the Term of this Agreement in accordance with Attachment A – “Description of Services” and Attachment B – “Fee Schedule/Invoicing.”
- 4.2. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor’s sole discretion, sees fit.
- 4.3. Contractor may perform the Services under this Agreement at any suitable time and location Contractor chooses.
- 4.4. Contractor agrees to provide worker’s compensation insurance for Contractor and all Contractor Parties.
- 4.5. Contractor, at Contractor’s sole cost and expense, shall obtain and maintain in effect during the Term of the Agreement, insurance as follows:

4.5.1 A commercial general liability insurance policy, naming San Diego Workforce Partnership, the City of San Diego, and the County of San Diego as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Contractor shall provide Workforce Partnership a certificate evidencing such insurance.

4.5.2 If legal and/or accounting services are provided through this agreement, a Professional liability coverage with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims made" form, Contractor must ensure that the policy retroactive date is before the date the Agreement is effective, that coverage is maintained during the duration of performance of the Agreement or the term of the Agreement (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Agreement. Contractor shall provide Workforce Partnership a certificate evidencing such insurance.

- 4.6. Contractor represents that Contractor has the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of Workforce Partnership. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the Services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.
- 4.7. Performance of this Agreement and all work or obligations covered by and arising out of this Agreement shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to the Services, and all work and other obligations covered by or arising out of this Agreement, or the performance thereof, indemnify, protect, defend and hold harmless Workforce Partnership, the City of San Diego, the County of San Diego and each of their officers, directors, partners, joint ventures, representatives, and/or employees (collectively "Workforce Partnership Parties") forever against and from any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys' fees reasonably incurred), arising directly or indirectly from this Agreement, or the performance thereof, except to the extent that the matter in question has been caused by Workforce Partnership's sole negligence or sole willful misconduct.
- 4.8. Neither this Agreement nor any duties or obligations of Contractor under this Agreement may be assigned by Contractor without the prior written consent of Workforce Partnership.

4.9. Contractor shall comply and shall cause all Contractor Parties to comply with all federal, state, and local statutes, ordinances, and regulations, and shall obtain all licenses and permits required for the performance of Services and Contractor's obligations under this Agreement.

5. **PROVISIONS RELATED TO WORKFORCE PARTNERSHIP**

5.1. Workforce Partnership agrees to comply with reasonable requests of Contractor and provide access to documents and equipment necessary to the performance of Contractor's duties under this Agreement.

5.2. Neither this Agreement nor any duties or obligations of Workforce Partnership under this Agreement may be assigned by Workforce Partnership without the prior written consent of Contractor.

6. **TERMINATION**

6.1. Notwithstanding any other provision of this Agreement, Workforce Partnership may terminate this Agreement at any time, for any reason or for no reason, by giving thirty (30) days prior written notice ("Early Termination Notice") to the Contractor.

6.1.1. In the event of early termination, (i) if the Agreement is for supplies, Contractor shall be compensated in accordance with this Agreement for Contractor's auditable costs up to and including the date Contractor receives the Early Termination Notice, and (ii) if the Agreement is for services, Contractor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.

6.2. This Agreement shall terminate at the sole discretion of Workforce Partnership upon the occurrence of any of the following events:

6.2.1. Bankruptcy or insolvency of either party;

6.2.2. Sale or other transfer of Contractor's business; or

6.2.3. Death of Contractor.

The Contractor shall notify Workforce Partnership within 15 days of any of the events listed above. Workforce Partnership will notify the Contractor of its decision to continue or terminate the contract within 30 days after receiving notice from Contractor.

6.3. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement if such default is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default. Termination will take effect immediately on receipt of notice by the breaching party. For the purposes of this section, material breach of this Agreement includes, but is not limited to, the following:

6.3.1. Workforce Partnership's failure to pay Contractor compensation due within sixty (60) days after Workforce Partnership's receipt of written demand for payment.

6.3.2. Contractor's failure to complete the Services specified in Attachment A – "Description of Services."

6.3.3. Contractor's material breach of any representation or agreement contained in this Agreement.

6.3.4. Workforce Partnership's material breach of any representation or agreement contained in this Agreement.

6.4. When funds are not appropriated or otherwise made available by Workforce Partnership to support continuation of this Agreement, this Agreement shall be cancelled as of the effective date set forth in the Early Termination Notice and Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this Agreement.

7. PROPRIETARY RIGHTS

7.1. Contractor agrees that the Services and every component thereof including, without limitation, all designs, plans, reports, specifications, drawings, inventions, processes, software code, works of authorship, and other information or items conceived of, developed, or produced by Contractor and each Contractor Party while performing Services under this Agreement including, without limitation, all patentable and copyrightable inventions, intellectual property and recordings, in every format, are each a "work for hire" ("Works for Hire") by Workforce Partnership and are the sole and exclusive property of Workforce Partnership except as provided in 37 CFR 401 and 2 CFR 200.

7.2. Contractor on behalf of itself and all Contractor Parties hereby assigns to Workforce Partnership each such Work for Hire and all copyrights, patents, or trademarks obtained by Contractor while performing Services under this Agreement, as the sole and exclusive property of Workforce Partnership. At Workforce Partnership's expense, Contractor agrees to execute, and to cause all Contractor Parties to execute, such additional written assignments to Workforce Partnership as Workforce Partnership requests, and Contractor hereby agrees to assist Workforce Partnership to obtain patents and copyrights for all or any such Work for Hire as Workforce Partnership determines, in its sole and absolute discretion. Such assistance includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Workforce Partnership in completing any required application or registration.

7.3. Any written, printed, graphic, or electronically recorded information furnished by Workforce Partnership for Contractor's use is the sole property of Workforce Partnership. This confidential and proprietary information includes, but is not limited to, customer requirements, customer lists, outreach information, and information concerning Workforce Partnership's employees, products, services, prices, operations, and subsidiaries.

- 7.4. Contractor agrees, and shall cause all Contractor Parties, to keep all confidential and proprietary information in the strictest confidence and will not disclose it by any means to any person except with Workforce Partnership's prior written approval, and only to the extent necessary to perform the Services under this Agreement. This prohibition applies to Contractor and all Contractor Parties. On the expiration or earlier termination of this Agreement, Contractor shall return to Workforce Partnership all proprietary and confidential information in the possession of Contractor and all Contractor Parties.
- 7.5. Contractor acknowledges that Workforce Partnership is the owner of all Workforce Partnership copyrights, and all derivative rights thereto, and all Workforce Partnership trademarks used in connection with this Agreement, and all other rights and entitlements thereto. Contractor has absolutely no right, title or interest in or to such copyrights or trademarks or the right to use such in commerce. Contractor agrees that it will not alter Workforce Partnership trademarks, that it will do nothing inconsistent with Workforce Partnership's ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of Workforce Partnership.

8. MISCELLANEOUS PROVISIONS

- 8.1. Debarment and Suspension. By signing this agreement Contractor agrees to comply with all applicable regulations implementing Executive Order 12549, Debarment and Suspension, and certifies that, to the best of Contractor's knowledge, neither Contractor nor any Contractor Party is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 8.2. Davis-Bacon Act. Where applicable, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 40 U.S.C. 3141-3148) for prime construction contracts in excess of \$2,000.
- 8.3. Contract Work Hours and Safety Standards Act. Where applicable, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- 8.4. Conflict of Interest.
- 8.4.1. If applicable, Contractor certifies that they are not, nor any employee(s) of Contractor are, a member of the San Diego Workforce Partnership's Workforce Development Board (WDB), San Diego Consortium Policy Board or are, or have been, an employee of San Diego Workforce Partnership within the last twelve (12) months.
- 8.4.2. The Workforce Partnership shall not approve or contract with, and will reject and bid or proposal submitted by an individual or entity who within the preceding twelve (12) months was:
- Themselves an employee or employs anyone who is a current, dismissed, separated, or formerly employed person of the Workforce Partnership, and;
 - Was employed in any position(s) of substantial responsibility in the area of service to be performed by the contract; or

- Participated in any way in the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the proposed contract/service agreement or was or is employed in a role of substantial responsibility in the same general subject area as the proposed contract; or
- Is an owner, officer, principal, partner, or major shareholder of the proposed subrecipient.

The Workforce Partnership may, upon a showing of special circumstances that would justify the approval of such a contract, waive this provision.

8.5. Equal Opportunity.

- 8.5.1. Contractor and each Contractor Party shall comply with Workforce Partnership's Equal Opportunity Program for all work to be performed by Contractor under this Agreement.
- 8.5.2. Contractor and each subcontractor, if any, shall comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Act, and any other applicable federal and state laws and regulations hereinafter enacted.
- 8.5.3. Contractor shall, in all solicitations or advertisements for employees placed by or behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental disability, political affiliation or belief, sexual orientation, citizenship, or any other classification protected by state or federal law.
- 8.5.4. Contractor understands that failure to comply with the requirements of section 8.4 of this Agreement and its related subparagraphs 8.4.1 through 8.4.4, and/or submitting false information in response to these requirements, may result in termination of this Agreement and debarment from participation on Workforce Partnership contracts for a period of not less than one (1) year.

8.6. Examination of Books and Records. Contractor agrees that Workforce Partnership, applicable California state agencies, United States Department of Labor, and/or Comptroller General of the United States, and each of their duly authorized representatives, shall, until the expiration of five (5) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement.

8.7. Drug-Free Workplace. When applicable, Contractor hereby certifies to Workforce Partnership that it will provide a drug-free workplace and do each of the following:

- 8.7.1. Publish a statement notifying its employees that unlawful manufacture distribution, dispensation, possession or use of a controlled substance as defined in Schedules I – V of Section 202 of the Controlled Substances Act (22 U.S.C., § 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for

violation of the prohibition. This statement will be posted in a prominent place at Contractor's main office and at each job site large enough to necessitate an on-site office.

8.7.2. Establish a drug-free awareness program to inform employees about all of the following:

- 8.7.2.1. The dangers of drug abuse in the workplace.
- 8.7.2.2. Contractor's policy of maintaining a drug-free workplace.
- 8.7.2.3. Any available drug counseling, rehabilitation and employee assistance programs.
- 8.7.2.4. The penalties that may be imposed upon employees for drug abuse violations.

8.8. Byrd Anti-Lobbying Amendment. Contractor assures and certifies that the funds received will not be used to lobby in connection with this Agreement according to the Byrd Anti-Lobbying Amendment (31 U.S.C.1352).

8.9. Whistleblower Protection Laws. State and federal whistleblower protection laws prohibit Contractor from preventing employees or retaliating against employees for reporting government waste, fraud or abuse. See generally, 41 U.S.C., § 4705; Cal. Lab. Code §§1102.5 et seq. Contractor assures and represents that it is in compliance with all aspects of state and federal whistleblower laws in addition to the following requirements.

- 8.9.1. If any fraud, waste or abuse is uncovered or suspected, Contractor shall report the concern immediately to Workforce Partnership. Contractor may also report fraud, waste and abuse at the state or federal level.

Workforce Partnership

Andrew Mochulsky
Equal Opportunity Officer/Grievance Officer
San Diego Workforce Partnership, Inc.
9246 Lightwave, Suite 210
San Diego, CA 92123
(619) 228-2900

EDD

Attention: Compliance Resolution Unit
Compliance Review Division, MIC 22-M
Employment Development Department
PO Box 826880
Sacramento, CA 94280-0001

OIG

Office of Inspector General Complaints Analysis Office
200 Constitution Avenue, N.W., Room S-20210
Washington, D.C. 20210
oig.dol.gov/hotlinecontact.htm
Phone: (800) 347-3756

Allegations considered to be of an emergency nature may be reported by telephone to the Compliance Resolution Unit Supervisor at (916) 653-3270, and by calling the OIG hotline at 1-800-347-3756, and followed immediately thereafter by a written report.
The following defines fraud, waste and abuse:

- 8.9.1.1. Fraud is the intentional submission of false information to get money or a benefit. Fraud may be committed against the government, an organization or an individual. Fraud occurs when an individual knows or should know that something is false and provides information or conceals material facts with the intent to deceive to benefit themselves or another person. Examples of fraud include, but are not limited to, the following:
- 8.9.1.1.1. Falsifying information on a customer application for a consumer.
 - 8.9.1.1.2. Soliciting, offering or receiving a kickback, bribe or rebate for program services.
 - 8.9.1.1.3. Forging or altering required documentation on a program application.
 - 8.9.1.1.4. Deliberately misrepresenting the services offered by Workforce Partnership, resulting in unnecessary cost, improper payments or overpayment.
- 8.9.1.2. Waste is the extravagant, careless or needless expenditure of government resources or services that result from deficient practices or decisions. An example of waste would be, but is not limited to, throwing away collateral and marketing materials provided by Workforce Partnership and intended for the public.
- 8.9.1.3. Abuse describes practices that either directly or indirectly result in unnecessary costs. Unlike fraud, the intention to deceive is not required. One example of abuse is providing unfunded program services that are not necessary for enrollment into Workforce Partnership's program (i.e., offering notary services on the side during Customer enrollment).
- 8.10. Federal Privacy Act. The Federal Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable information and/or records. Contractor agrees to take appropriate precautions to protect confidential information from loss, unauthorized use, access, disclosure, modification and destruction.
- 8.11. Clean Air Act. Where applicable, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. Sec 1251 et seq.), and the Solid Waste Disposal Act (40 CFR Part 247) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 8.12. Notice. All notices, demands and requests contemplated hereunder by either party to the other shall be in writing, and shall be delivered by U.S. mail postage prepaid, registered or certified, return receipt requested, or any nationally recognized overnight courier with signature required, to the following address:

Workforce Partnership

CONTRACTOR

Attn: [EXECUTIVE LEAD NAME]
[EXECUTIVE LEAD'S TITLE]
San Diego Workforce Partnership, Inc.
9246 Lightwave Avenue, Suite 210
San Diego, CA 92123

Attn: [CONTACT NAME]
[CONTACT TITLE]
[CONTRACTOR'S LEGAL NAME]
[ADDRESS]
[CITY, STATE, ZIP]

Such other address or to such other person as may be designated by notice given during the term hereof by one party to the other. Any notice given in accordance with these provisions shall be deemed given and received by the addressee three (3) days after mailing.

- 8.13. Headings and Interpretation. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement. The undersigned agree that each party has reviewed this Agreement and has had the opportunity to have its independent legal counsel review this agreement, and the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to any interpretation of this Agreement.
- 8.14. Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further and continuing waiver of any such term, provision or condition of this Agreement.
- 8.15. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and no prior oral or written representations or agreements, and no contemporaneous oral representations or agreements, between the parties with respect to the subject matter of this Agreement shall be of any force and effect. Any additions, amendments or modifications to this Agreement shall be of no force and effect unless in writing and signed by all parties hereto.
- 8.16. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.17. Attorney Fees. If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California. If either party institutes legal suit or action for enforcement of any obligations contained herein, the venue of such suit or action shall be in San Diego, California.

- 8.19. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.19.1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 8.19.2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 8.20. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be executed by electronic transmission (including by email) or other electronic means, each of which will be deemed an original, but all of which together constitute one and the same instrument.
- 8.20.1. If this Agreement involves a corporate party, the Contractor must be represented by two individuals as follows: (A) one from the corporation’s “Operational Group” (Chair of the board, President or a Vice-president) and; (B) one from the corporation’s “Financial Group” (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code, section 313.

[Continued on signature page]



IN WITNESS WHEREOF, the Workforce Partnership and Contractor have duly executed this Agreement as of the Effective Date.

SAN DIEGO WORKFORCE PARTNERSHIP, INC.
A California nonprofit public benefit corporation

By: _____

Name: [EXECUTIVE LEAD NAME]

Date

Title: [EXECUTIVE LEAD'S TITLE]

[CONTRACTOR'S LEGAL NAME]

A [INSERT TYPE OF CORPORATION]

[TIN]

By: _____

Name: [CONTACT NAME]

Date

Title: [TITLE OF CONTACT]

By: _____

Name: [CONTACT NAME]

Date

Title: [TITLE OF CONTACT]

ATTACHMENTS

Attachment A – “Description of Services”

Attachment B – “Fee Schedule/Invoicing”

Attachment C – “Contractor’s Original Customized Training Application”

ATTACHMENT A – DESCRIPTION OF SERVICES

Contractor will be responsible for providing [DESCRIPTION OF SERVICES] (i.e., contractor is to provide research services to conduct a pre and post analysis regarding San Diego County's retail industry including awareness of career opportunities and pathways).

The scope of work and project timeline includes the following deliverables and activities:

SCOPE OF WORK	PROJECT TIMELINE
Participant Survey <ul style="list-style-type: none"> Survey 50 participants 	September 1, 2019 – complete participant survey
Report <ul style="list-style-type: none"> Measure the number of participants who completed the program 	<ul style="list-style-type: none"> Submit a draft for review to Research Team by February 15, 2020 March 1, 2020 – complete reporting

ATTACHMENT B – FEE SCHEDULE/INVOICING

As outlined below, Workforce Partnership will pay Contractor the agreed upon sum, for services as follows. The table below outlines the agreed-upon costs for each of the items.

DELIVERABLE	DELIVERABLE DESCRIPTION	INVOICE DATE (latest date to submit invoice)	AMOUNT
Participant Survey	Survey 50 Participants. Submit a copy of survey for 50 participants with invoice.	October 01, 2019	\$ 2,500
Report	Measure the number of participants who completed the program. Submit a copy of report with invoice.	April 1, 2020	\$1,500
TOTAL			\$4,000

Invoice Information

Invoices must contain the following information:

1. Service Agreement number: [SERVICE AGREEMENT NUMBER] (i.e., SA-WORKFORCE-01)
2. Name of deliverable (i.e., Participant Survey, Reporting, etc.);
3. The amount billed for each deliverable; and
4. Copy of deliverable as outlined above (i.e., report, survey, flyer, etc.)