

**AGREEMENT FOR SPECIAL SERVICES
(CONTRACTOR)**

**SAN JOAQUIN VALLEY SUB REGIONAL PLANNING UNIT
AGREEMENT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Kings (a political subdivision of the State of California), the Madera County Workforce Investment Corporation, the County of Merced (a political subdivision of the State of California), the County of San Joaquin (a political subdivision of the State of California), and the County of Stanislaus (a political subdivision of the State of California) (hereinafter referred to collectively as the "Sub-RPU Entities"); and, ProPath, Inc., located at 17891 Cartwright Road, Suite 100, Irvine, California 92614 (hereinafter referred to as "Contractor").

WHEREAS, the Sub-RPU Entities desire to contract with Contractor for special services which consist of acting as the One-Stop Operator for the Sub RPU Entities; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with the specified duties of the One-Stop Operator as attached hereto as Exhibit "A"; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

A. Acting as the one stop operator for the Sub-RPU Entities as contemplated in the attached Exhibit "A" (General Scope of Work); Exhibit "B" (Madera Additional Scope of Work); and, Exhibit "C" (Stanislaus Additional Scope of Work).

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-General Scope of Work
Exhibit B-Stanislaus Additional Scope of Work
Exhibit C-Budget for Services

2. TERM

The term of this Agreement shall commence on the 1st day of July, 2018, and continue until the 30th day of June, 2019, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

The Sub-RPU Entities agree to a Total Agreement Price of One Hundred Thousand Dollars and No/100 Cents (\$100,000) for all of Contractor's services to be provided herein, as are more specifically set forth under the "Scope of Work." Contractor will be paid separately by each Sub-RPU Entity in a percentage of the total and shall bill accordingly as follows:

Sub-RPU Entities	Share of Total Contract Price
Kings County	15% (\$15,000.00)
Madera County Workforce Investment Corporation	15% (\$15,000.00)
Merced County	15% (\$15,000.00)
San Joaquin County	15% (\$15,000.00)
Stanislaus County	40% (\$40,000.00)

The Total Agreement Price shall include all of the Sub-RPU Entities' compensation to Contractor, including reimbursement for all expenses incurred by Contractor in the performance of this Agreement. As stated in the Scope of Work, the separate Sub-RPU Entities may wish to have the Contractor provide additional services at the rate specified within the Scope. This will require a separate agreement, and the entity requesting the additional services will be solely liable for the cost of the services rendered and will be billed accordingly. Other than that exception, no other fees or expenses of any kind shall be paid to Contractor in addition to the Total Agreement Price. In no event shall the total services to be provided hereunder exceed the Total Agreement 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 Contractor and be mailed or delivered to Contractor at:

Name: ProPath, Inc.
Address: 17891 Cartwright Road, Suite 100
City/State/Zip: Irvine, California 92614

Contractor may request that the Sub-RPU Entities mail the check to Contractor, at such other address as Contractor may from time to time designate to the Sub-RPU Entities. Such request must be made in writing in accordance with the procedures as outlined under Section 7 of this Agreement.

4. **PRICING CONDITIONS:**

The Sub-RPU Entities agree to pay Contractor 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 Contractor without formal approval by the entity in each of the separate Sub-RPU Entities of the Sub-RPU Entities having the power to enter into contracts or their authorized agent. In no event shall the total services to be performed hereunder exceed \$100,000.00.

The Sub-RPU Entities shall not be responsible for any charges or expenses incurred by Contractor, 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 the Sub-RPU Entities.

5. **TERMS OF PAYMENT**

Payment shall be made quarterly for satisfactory performance of the services required to be provided herein and as set forth under the attached "Scope of Work." Payment shall be made in the following manner:

Contractor shall submit an invoice quarterly **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 Contractor for payment, Contractor must complete and submit to the Sub-RPU Entities, 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 points of contact at the address shown under Section 7 of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the separate Sub-RPU Entities of all tasks identified on the invoice**. Upon approval by separate Sub-RPU Entities of the Sub-RPU, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by Sub-RPU Entities as deemed necessary by the Sub-RPU Entities to properly evaluate or process Contractors invoice.

In no event shall the Sub-RPU Entities be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against the Sub-RPU Entities for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement. Should one or more Sub-RPU Entities elect to terminate this Agreement for any reason, then Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Agreement shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

7. 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 notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Contractor
17891 Cartwright Road, Suite 100
Irvine, California 92614
Fax: 949-341-8008

County of Kings
124 N. Irwin Street
Hanford, California 93230
Fax: 559-585-3536

**Madera County Workforce
Investment Corporation**
2037 W. Cleveland Avenue
Madera, California 93637

County of Merced
1205 West 18th Street
Merced, California 95340
Fax: 209-722-3592

County of San Joaquin
EEDD Executive Director
56 South Lincoln Street
Stockton, California 95203
Fax: 209-462-3536

County of Stanislaus
251 East Hackett Road C-2
Modesto, California 95358
Fax: 209-558-2164

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.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on the Sub-RPU Entities' 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 Sub-RPU Entities arising from this Agreement shall be immediately discharged. The Sub-RPU Entities agree to inform Contractor no later than ten (10) calendar days after the Sub-RPU Entities determine, in their 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 Contractor arising out of performance of this Agreement must be submitted to the Sub-RPU Entities prior to the final date for which funding is available. In the alternative, the Sub-RPU Entities and Contractor 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 Agreement terms in the event funding is reinstated. Also in the alternative, the Sub-RPU Entities may, if funding is provided to the Sub-RPU Entities in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Sub-RPU Entities may, in their sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

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

Upon the effective date of termination, the Sub-RPU Entities shall have no further liability to Contractor 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 the Sub-RPU Entities. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

Should one or more Sub-RPU Entities wish to terminate this Agreement, the Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Section 9 shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

10. TERMINATION FOR CAUSE

The Sub-RPU Entities may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor 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 Sub-RPU Entities may proceed with the work in any manner deemed proper by the Sub-RPU Entities. All costs to the Sub-RPU Entities shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the Sub-RPU Entities provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

- A. Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor

shall provide a certificate of insurance and endorsements naming each entity comprising the Sub-RPU Entities as an additional insured on each policy. The insurance carrier shall be required to give Sub-RPU Entities notice of termination at least 10 days prior to the intended termination of any specified policy. Notice shall be given as specified above. Each certificate of insurance shall specify if Contractor has a self-insured retention ("SIR"), and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The Sub-RPU Entities and their officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the Sub-RPU Entities.
4. Professional Liability: \$2,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

B. Insurance Conditions

1. Insurance is to be primary and non-contributory with any insurance of the County, and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted.
2. Each of the above required policies shall be endorsed to provide the Sub-RPU Entities with 30 days prior written notice of cancellation. The Sub-RPU Entities are not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
3. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the

broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

13. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, Agreement or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the Sub-RPU Entities. This duty shall arise at the first claim or allegation of liability against the Sub-RPU Entities. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Each Sub-RPU entity agrees to indemnify, defend and hold harmless each of the other Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with services rendered to that specific entity under this Agreement by Contractor.

14. PATENT INDEMNITY

The Contractor shall hold the individual Sub-RPU Entities of the Sub-RPU Entities, their officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Contractor may also be required to furnish a bond or other indemnification to the Sub-RPU Entities against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

15. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this

Agreement. The Sub-RPU Entities shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of Sub-RPU Entities is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold the Sub-RPU Entities harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the Sub-RPU Entities for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the Contracted services are aware and expressly agree that the Sub-RPU Entities are not responsible for any benefits, coverage or payment for their efforts.

16. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the Sub-RPU Entities shall have free access at all proper times or until the expiration of ten (10) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish the Sub-RPU Entities such periodic reports as the Sub-RPU Entities may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

17. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of the Sub-RPU Entities and upon request of a Sub-RPU Entity or Entities shall be delivered upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of the Sub-RPU Entities, and to the extent permitted by law, shall become the property of the Sub-RPU Entities. Contractor may retain copies thereof for its files and

internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by the Sub-RPU Entities.

18. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the Sub-RPU Entities as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the Sub-RPU Entities. The Sub-RPU Entities shall determine compliance in good faith as a reasonable person would under the circumstances.

20. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The Sub-RPU Entities are not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments with the Contractor.

21. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. THE SUB-RPU ENTITIES NOT OBLIGATED TO THIRD PARTIES

The Sub-RPU Entities shall not be obligated or liable hereunder to any party other than

Contractor.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and the Sub-RPU Entities 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 Contractor and the Sub-RPU Entities, their sub-grantees, Contractors, or sub-contractors, and their work.

Contractor 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 Kings, Madera County Workforce Investment Corporation, County of Merced, County of San Joaquin; County of Stanislaus; and all other appropriate governmental agencies, including any certification and credentials required by the Sub-RPU Entities. 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 the Sub-RPU Entities.

24. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by the Sub-RPU Entities, of any payment to Contractor constitute, or be construed as, a waiver by the Sub-RPU Entities of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by the Sub-RPU Entities while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor 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.

25. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. SUB-CONTRACTS - ASSIGNMENT

Contractor shall not sub-contract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by the Sub-RPU Entities. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties

under sub-contracts. Any sub-contracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by the Sub-RPU Entities for the performance of any sub-contractor whether approved by the Sub-RPU Entities or not.

27. 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 the Sub-RPU Entities unless agreed in writing by the Sub-RPU Entities and their counsel.

Notwithstanding any other provision of this Agreement, any disputes 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 the county where services are being provided, unless the parties agree otherwise or are otherwise required by law.

28. BREACH OF AGREEMENT

Upon breach of this Agreement by Contractor, the Sub-RPU Entities shall have all remedies available to it both in equity and/or at law.

29. LIMITATION ON LIABILITY

In the event there is a claim of breach against one or more of the Sub-RPU Entities that is a signatory to this Agreement, Contractor shall be limited to recovery against the breaching entity only. Contractor shall have no cause of action against the non-breaching Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns. Contractor expressly waives any right to recovery in any amount for any cause of action or legal theory against the non-breaching Sub-RPU Entities.

30. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the Sub-RPU Entities may themselves perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse the Sub-RPU Entities for all such expenditures. Alternatively, the Sub-RPU Entities, at their option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the Sub-RPU Entities by law or as otherwise stated in this Agreement.

31. 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.

32. CONFLICT OF INTEREST

Contractor 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. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the Sub-RPU Entities. Contractor shall ensure that no officer or employee of the Sub-RPU Entities is placed in a position that enables them to influence this Agreement in a manner that will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no employee of the Sub-RPU Entities shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the Sub-RPU Entities.

33. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-contractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of the Sub-RPU Entities, 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. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the Sub-RPU Entities' employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor 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 ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all sub-agreements related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

34. 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.

35. 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 Contractor from the Sub-RPU Entities may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

36. DUPLICATE 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 all parties.

[Signature page follows]

ProPath, Inc.



Signature

David Baquerizo

Print Name

President

Title

7/26/18

Dated

County of Merced

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL



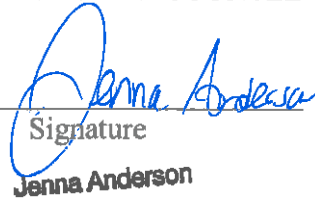
Signature

Jerald R. O'Banion
Print Name

Chairman, Board of Supervisors
Title

AUG 28 2018

Dated



Signature

Jenna Anderson

Print Name

Deputy County Counsel
Title

8-20-18

Dated

County of Kings



Signature

Richard Valle
Print Name

Board of Supervisors-Chairman
Title

SEP 11 2018

Dated

APPROVED AS TO LEGAL FORM
KINGS COUNTY COUNSEL

Signature

Colleen Carlson
Print Name

Kings County Counsel
Title

Dated

Madera County Workforce Investment Corporation



Signature

Tracie Scott-Contreras

Print Name

Interim Executive Director

Title

September 3, 2018

Dated

County of Stanislaus

APPROVED AS TO LEGAL FORM
STANISLAUS COUNTY COUNSEL (*If
Applicable*)

D. Foster
Signature

DORIS FOSTER
Print Name

DIRECTOR
Title

8-29-2018
Dated

[Signature]
Signature

Amanda DeHart
Print Name

Deputy County Counsel
Title

8/23/18
Dated

County of San Joaquin

APPROVED AS TO LEGAL FORM
SAN JOAQUIN COUNTY COUNSEL (*If
Applicable*)

Robert V. Elliott

Signature

Robert V. Elliott

Print Name

Board of Supervisor Chairman

Title

9/13/2018

Dated

Kirin K. Virk

Signature

KIRIN K. VIRK

Print Name

Deputy Counsel

Deputy Counsel

Title

8/27/18

Dated

EXHIBIT "A"
General Scope of Work

PURPOSE

This "General Scope of Work" is intended to provide the services under this contract that will be rendered to all workforce bodies represented above as the Sub-RPU Entities.

ONE-STOP OPERATOR ROLE

Three major roles and duties of the One-Stop Operator (Contractor):

1. Facilitates collaboration and cooperation among Partners.
2. Validates and ensures partner organizations adhere to the Memorandum of Understanding (MOU) documents (Phase I and II) providing infrastructure and operations contributions as determined in the WIOA legislation.
3. The Contractor will act as a liaison between the Workforce Development Boards of the Sub-RPU Entities and the America's Job Centers of California Partners ("AJCC").

DUTIES THAT MAY NOT BE PERFORMED IN ACCORDANCE WITH WIOA

The following duties are not to be performed by the One-Stop Operator (Contractor) as they are the duties of the Sub-RPU Entities, unless specifically provided in another section of this AGREEMENT:

1. Convene system stakeholders to assist in the development of the local plan
2. Prepare and submit local plans (as required under sec. 107 of WIOA)
3. Be responsible for oversight of itself
4. Manage or significantly participate in the competitive selection process for one-stop operators
5. Select or terminate one-stop operators, career services, and youth providers
6. Negotiate local performance accountability measures
7. Develop and submit budget for activities of the Local Board in the local area

CONFLICT OF INTEREST AND FIREWALLS

In order to ensure that no conflict of interest and proper Workforce Innovation and Opportunity Act firewalls are maintained, the following specific rights and responsibilities will be completed by the Contractor and Sub-RPU Entities:

1. The separate Workforce Development Boards of the Sub-RPU Entities will provide oversight of Contractor.
2. Contractor will have no duties related to procurement and contract selection, determination, termination, negotiation, or development related to one-stop operators, career services, youth providers, and other agencies.
3. Contractor will facilitate stakeholder engagement but will have no role in direct referrals or service provision.

CONTRACTOR FACILITATION ROLE DELIVERABLES

DESCRIPTION	DELIVERABLES
Be the point of contact regarding issues that are substantive to the partners in the separate areas of responsibility for the Sub-RPU Entities	<ol style="list-style-type: none"> 1. Ensure all partners have updated contact information 2. Accessible to all partners
Convene partner meetings on a determined schedule to discuss and share information.	<ol style="list-style-type: none"> 1. Disseminate updates regarding law and local procedures provided by Sub-RPU Entities or other designated staff to all partners 2. Promote conversation around and the adoption of creative and innovative methods and best practices in the delivery of required services 3. Promote continual development and enhancement of the Sub-RPU Entities workforce development system through a fully coordinated and integrated service delivery model that is market driven and offers value-added services to AJCC job seekers 4. Improve client flow system for AJCC shared services including: <ol style="list-style-type: none"> a. Cross-training, b. Policies and procedures training, c. Creation of a partner directory, and d. Collaborative efforts for process improvement 5. Document and disseminate each partner's services and procedures to all partners in each Sub-RPU Entities designated areas of operation and periodically update
Determine meeting agendas for AJCC partner meetings.	<ol style="list-style-type: none"> 1. Create meeting agendas 2. Provides minutes to attendees after each meeting
Ensure relevant partners are invited and engaged.	<ol style="list-style-type: none"> 1. Send meeting invitations to core partners and additional stakeholders as identified by each of the Sub-RPU Entities. 2. Follow-up with partners to encourage and confirm attendance.

VALIDATING ROLE DELIVERABLES

DESCRIPTION	DELIVERABLES
Ensure partner organizations adhere to the Memorandum of Understanding (MOU) documents (Phase I and II) providing infrastructure and operations contributions as determined in the WIOA legislation	<ol style="list-style-type: none"> 1. Contractor should provide partner coordination to ensure that the AJCC partners adhere to Memorandums of Understanding ("MOU"). 2. Facilitate alignment regarding the actual provision of career services and the referral system as agreed upon in the MOU. 3. Refer any questions or issues related to MOU agreements to designated points of contact in each of the Sub-RPU Entities.

LIAISING ROLE DELIVERABLES

DESCRIPTION

The Contractor shall act as a liaison between the Sub-RPU Entities and the AJCC partners.

DELIVERABLES

1. Provide all AJCC Partners with updated polices and ensure that partners are following the policies of the AJCC
2. Report to the separate Sub-RPU Entities or designated staff any AJCC operational issues and recommendations for partner coordination improvement.
3. Develop and submit a quarterly report to each of the Sub-RPU Entities that accurately measures and documents operator activities including AJCC partner coordination and activities, operations, performance and continuous improvement recommendations. The report is due 10 business days after the quarter closes and may be submitted via email
4. Attend and report on Contractor activities at WDB meetings for each of the Sub-RPU Entities as requested, but not less than once per quarter.
5. Adhere to and implement all Federal, State, and Board policies and guidance.
6. Follow and abide by any current and future WDB administrative directives of the separate Sub-RPU Entities, especially those directives concerning day-to-day operation of the AJCC, Equal Employment Opportunities, and the Americans with Disabilities Act.

UPDATES

The roles and responsibilities of the Contractor may be modified as follows:

1. Federal, state, and local law or requirements are enacted and implemented covering the workforce development system;
2. Regulations and procedures are developed or changed the U.S. Department of Labor;
3. WDB's governing boards adopt local direction and procedures; and
4. WDB develops and coordinates mandatory strategic initiatives for the local workforce development area.

EXHIBIT "B"
Stanislaus Additional Scope of Work

ProPath, Inc shall provide the following:

1. Identify, schedule, and facilitate necessary cross-training opportunities for AJCC partner staff including but not limited to
 - a. CalJOBS, relevant State Directives,
 - b. Partner programs,
 - c. Referral procedures,
 - d. Mutual benefits of the AJCC,
 - e. Aligning programs with State and Local plan,
 - f. Implementation of policies established by federal and state law and the Workforce Development Board, and
 - g. All other training as deemed necessary by Stanislaus County.
2. ProPath will be responsible for the content of training provided.
3. Coordinate and implement the continuous improvement plan for the AJC Hallmarks of Excellence including an action plan for each goal, convening stakeholders on goals needing their input, and recording progress on goals.
4. Maintain a physical presence in the comprehensive AJCC 1-2 days per month.
5. Gather, compile, and report data from Partner Satisfaction Surveys on a quarterly basis.

EXHIBIT "C"
Budget for Services

Service Description	Hours Assigned	Cost Per Hour	Total
<p>Participate in the coordination of partner meetings at least once a quarter. Contractor's staff will attend the meeting in person, although there is the option to use other means to participate in meetings that are acceptable and approved in advance by the affected Sub-RPU. Contractor will establish a calendar of these meetings for the entire year. Additional meetings can be coordinated if suggested or needed to advance the collaboration or implement new policy or procedures.</p>	200 Hours		\$20,000
<p>Provide quarterly reports to all parties in the SJV Sub-RPU concerning the assessment of compliance with the separate memorandums of understanding between service providers and one stop partners.</p>	100 Hours	\$100/HOUR	\$10,000
<p>Provide an end of the year comprehensive report to all parties in the SJV Sub-RPU and present the Contractor's findings to each workforce development board in person, and be available to respond to inquiries.</p>	200 Hours		\$20,000
<p>Implement policies established by the local Workforce Development Workforce Boards.</p>	80 Hours		\$8,000
<p>Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a One Stop Operator.</p>	120 Hours		\$12,000
<p>Additional Services: Exhibit "B"</p>	Flat \$25,000		\$25,000
<p>Travel/Travel Expenses</p>	Flat \$5,000		\$5,000
<p>TOTAL CONTRACT COST</p>			\$100,000