



F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number 16-966	
<input type="checkbox"/> Change						ePro Vendor Number	
<input type="checkbox"/> Cancel						ePro Contract Number	
County Department			Dept.	Orgn.	Contractor's License No.		
Economic Development Department			EDF	EDF			
County Department Contract Representative			Telephone		Total Contract Amount		
Reg Javier			(909)387-4460		\$30,000		
Contract Type							
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Reimbursement for staff costs							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
		December 20, 2016	December 19, 2017				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
AAA	EDF	EDF	200	9595		\$30,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name			Estimated Payment Total by Fiscal Year				
Staff Time Reimbursement			FY	Amount	I/D	FY	Amount

CONTRACTOR _____

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address _____ Phone () - _____

Nature of Contract: See Attached MOU - To reimburse the Economic Development Agency staff costs for working with San Bernardino County Superintendent of Schools on the development and implementation of career education programs, pathways and initiatives to fill talent pipelines for local businesses.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
Michelle Blakemore, County Counsel	Reg Javier, Department Head	
Date 12-14-16	Date	Date 12-15-16

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

MEMORANDUM OF UNDERSTANDING
Between
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
and
COUNTY OF SAN BERNARDINO ECONOMIC DEVELOPMENT AGENCY/DEPARTMENT
for
EDUCATION PROGRAMS AND CAREER PATHWAYS

December 20, 2016

WHEREAS, The County of San Bernardino Economic Development Agency, and more specifically, the Economic Development Department, hereinafter referred to as ED, desires an active role in building Countywide K-12 educational programs and pathways to assist in the growth of businesses and industries within the County of San Bernardino; and

WHEREAS, The ED finds the San Bernardino County Superintendent of Schools, hereinafter referred to as SBCSS, as a qualified partner to provide such programs because of its role in the education community; and

NOW THEREFORE, ED and SBCSS mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Economic Development Department (ED) – The Economic Development Agency’s mission is to create, maintain and grow the economic value of San Bernardino County (County). ED, as part of the Economic Development Agency, provides support and staffing to fulfill this mission. ED aligns its goals and objectives to support the Countywide Vision, and works collaboratively with all 24 cities and other local agencies. ED works with businesses and industry sectors in an attempt to attract jobs and economic opportunities to the County.

- B. San Bernardino County Superintendent of Schools (SBCSS) – SBCSS provides a wide array of programs and services to help teachers and the districts within San Bernardino County provide learning opportunities to students. SBCSS also provides educational leadership to school districts and advocates both locally, statewide, and nationally for policies and resources that are in the best interest of the educational needs of the students Countywide. SBCSS understands and participates in programs and initiatives at the K-12 level to enhance student outcomes and graduation attainment.

II. SBCSS RESPONSIBILITIES

SBCSS shall:

- A. Partner with the ED staff and local economic and workforce entities as facilitated by ED, to gain insight and to better understand issues related to educational efforts with a focus on industry workforce needs.

- B. Engage with ED staff and other local economic and workforce partners to support the linkage of business to education, including opportunities to collaborate on relevant programs and initiatives with an outcome of student success and preparation for career and college, particularly in focused industry sectors vital for economic retention, expansion and growth of businesses.

- C. Provide and/or develop additional support or activities as part of the on-going partnership.

III. ED RESPONSIBILITIES

- A. As authorized by the Deputy Executive Officer for Workforce and Economic Development, the Economic Development Manager, or other designated Economic Development Agency representative, will serve SBCSS and the business community in a collaborative and informative capacity on workforce and economic development issues related to building Countywide K-12 educational programs and pathways.

- B. The ED representative will attend and participate in meetings, conferences, trainings, and planning sessions to facilitate connections between County Schools and the Workforce and Economic Development Departments for the purpose of leveraging resources, and strategic planning to support the effort to educate and prepare students to fill a talent pipeline for local employers.

- C. The ED representative, will provide technical support by sharing information and other industry relevant data, to assist in the alignment of educational programs and pathways that address the most critical needs of local employers and the local industry sector employment base.

- D. Provide and/or develop additional support or activities as part of the on-going partnership.

IV. ED GENERAL RESPONSIBILITIES

- A. ED shall provide the services described herein on a mutually agreed upon schedule during the term of this MOU.
- B. Any additional services which may be requested by SBCSS must be mutually agreed upon through an amendment to this MOU.
- C. ED shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within the County of San Bernardino.
- D. ED shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.

V. INDEMNIFICATION

SBCSS 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 SBCSS' 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 SBCSS under this contract.

The County agrees to indemnify, defend (with counsel reasonably approved by SBCSS) and hold harmless SBCSS 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 SBCSS, its authorized officers, employees, agents and volunteers arising out of the performance of the County under this contract.

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 MOU, the parties shall indemnify the other to the extent of its comparative fault.

VI. INSURANCE REQUIREMENTS

ED and SBCSS are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

VII. FISCAL PROVISIONS

- A. The maximum amount of payment under this MOU shall not exceed \$30,000 (thirty thousand dollars). The consideration to be provided herein, shall be in full payment for all services and expenses incurred in the performance hereof.
- B. ED shall provide an invoice to SBCSS requesting payment in full for the services provided. SBCSS shall pay the invoice within 60 days by way of Electronic Funds Transfer (EFT) to the County. ED shall provide any necessary information to SBCSS in order to carry out the EFT.

VIII. TERM

This MOU is effective as of December 20, 2016, and expires on December 19, 2017, but may be terminated earlier in accordance with the provisions of Section IX of this MOU.

IX. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The Chief Executive Officer, or his/her appointed designee, is authorized to exercise ED's rights with respect to any termination of this MOU.

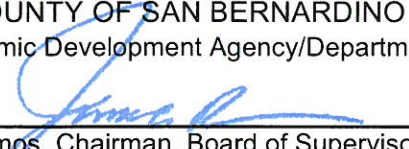
X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of this MOU shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Board of Supervisors. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. This MOU may not be assigned without the prior written consent of the Chief Executive Officer or the Assistant Executive Officer, Finance and Administration.
- D. Each party (Party) understands and agrees that any and all legal fees or costs associated with lawsuits concerning this MOU shall be the sole expense of each of those Parties. In the event of any MOU dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

XI. CONCLUSION

- A. This MOU, consisting of 6 pages, is the full and complete document describing the partnership between ED and SBCSS including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and SBCSS each have caused this MOU to be executed as of the date of approval of the Board of Supervisors.

COUNTY OF SAN BERNARDINO
Economic Development Agency/Department

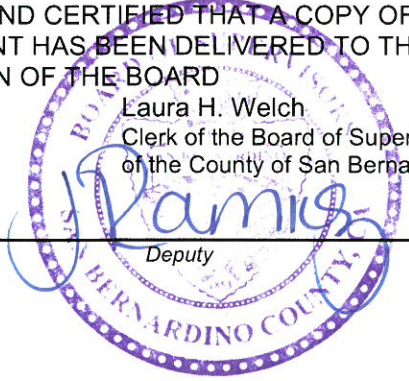
▶ 
James Ramos, Chairman, Board of Supervisors

Dated: DEC 20 2016

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

By 
Deputy



COUNTY OF SAN BERNARDINO
SUPERINTENDENT OF SCHOOLS

(Print or type name of corporation, company, contractor, etc.)

By ▶ 
(Authorized signature - sign in blue ink)

Name Ted Alejandre
(Print or type name of person signing contract)

Title County Superintendent of Schools
(Print or Type)

Dated: _____

Address 601 North E Street

San Bernardino, CA 92415-0020

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

December 20, 2016

**FROM: REG JAVIER, Deputy Executive Officer
Economic Development Agency**

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE SAN BERNARDINO
COUNTY SUPERINTENDENT OF SCHOOLS**

RECOMMENDATION(S)

Approve a Memorandum of Understanding (**Agreement No. 16-966**) with the San Bernardino County Superintendent of Schools in the amount of \$30,000, for the County Economic Development Agency to provide staff support related to the development and implementation of countywide workforce and career education programs, pathways, and initiatives for the period of December 20, 2016 through December 19, 2017.

(Presenter: Reg Javier, Deputy Executive Officer, 387-4460)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Implement the Countywide Vision.

Create, Maintain and Grow Jobs and Economic Value in the County.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

The recommended Memorandum of Understanding (MOU) does not impact the Discretionary General Funding (Net County Cost) as the MOU allows for the San Bernardino County Superintendent of Schools to reimburse the Economic Development Department for staffing and other resources.

BACKGROUND INFORMATION

Under the terms of the recommended MOU, the Economic Development Agency (EDA), which includes the Economic Development and Workforce Development departments, will provide San Bernardino County Superintendent of Schools (SBCSS) with staff support to accomplish the countywide educational Cradle to Career initiative. EDA will have staff participate in SBCSS meetings, workshops, conferences, and planning sessions related to workforce and career education programs, pathways and initiatives.

Page 1 of 2

cc: EDA-Javier w/agree
Contractor c/o Dept w/agree
ATC-Acct Pay Mgr w/agree
Sup. of Schools-Alejandro
CAO-Atkeson
File - w/agree
jr 1/18/17

ITEM 43

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION	SECOND	AYE	AYE	MOVE	ABSENT
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: December 20, 2016

**MEMORANDUM OF UNDERSTANDING WITH THE SAN BERNARDINO
COUNTY SUPERINTENDENT OF SCHOOLS
DECEMBER 20, 2016
PAGE 2 OF 2**

SBCSS is aware of K-12 programs and initiatives, throughout all the 33 districts, that enhance student outcomes and graduation attainment. A skilled and prepared workforce, including students graduating high school, is critical to a vibrant economy. SBCSS works closely with post-secondary and university partners, as well as workforce and economic development agencies, to prepare students for college and career opportunities.

EDA already works closely with SBCSS, local community colleges, and universities, to inform educational partners of expanding industry sectors with living wage employment opportunities. EDA will continue to strengthen this relationship by working collaboratively with all educational partners to implement a strategic plan that leverages all available resources to optimize outcomes for the future workforce.

One of the greatest factors in determining site locations of new and expanding businesses is the availability of a skilled workforce. The County of San Bernardino recognized this need through the adoption of the Cradle to Career initiative. Increased collaboration with SBCSS is an important part of that initiative given its' role in the educational curriculum of the future workforce.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by San Bernardino County Superintendent of Schools (Ted Alejandre, Superintendent, 386-2459) on November 22, 2016; County Counsel (Michelle D. Blakemore, Chief Assistant County Counsel, 387-5455 and Kenneth Hardy, Deputy County Counsel, 387-5401) on November 22, 2016; Finance (Steve Atkeson, Administrative Analyst, 387-0294) on November 28, 2016; and County Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-5423) on December 1, 2016.