

# SERVICES AGREEMENT TEMPLATE

## SA-TEMPLATE-00

### Instructions:

Sections in **BLACK** can't be changed without consulting Finance Management first.  
Sections in **RED** may be modified or removed as needed.

This services agreement ("Agreement") is made by and between the San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation ("SDWP"), and **Contractor's Legal Name**, a **Insert type of corporation** ("Contractor"), as of **Month, Day, Year** (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 **month, day, year**. The term of this service agreement is for one year, beginning **month, day, year** and ending **month, day, year**. SDWP has the option to extend the agreement for **insert number for years** additional one (1) year periods in its sole discretion based on need, performance, and funding availability;
- C. SDWP desires to retain Contractor to provide **insert type of services** services on the terms and conditions set forth in this Agreement; and
- D. Contractor desires to perform such services for SDWP on 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, SDWP and Contractor hereby agree as follows:

## 1. TERM

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

At its sole discretion, SDWP shall have the option of extending the Term. Upon such extension, SDWP 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 SDWP 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 SDWP 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 SDWP including, without limitation, SDWP provided disability or unemployment insurance, worker’s compensation, medical insurance, retirement plans, sick leave, or any other SDWP 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 SDWP to Contractor under this Agreement. Contractor shall provide SDWP proof of timely payment of such taxes upon request from SDWP. Contractor agrees to indemnify, defend and hold harmless SDWP and SDWP 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. SDWP 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, SDWP agrees to pay Contractor an aggregate amount not to exceed **Insert Amount** (“Maximum Compensation”). Payments will be made by SDWP 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 SDWP of each Deliverable, Contractor shall submit to **SDWPFinance@workforce.org** an electronic, complete and correct invoice for Services actually 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: **insert 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 SDWP of the subject Deliverable and corresponding invoice, SDWP 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 SDWP 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 SDWP business, and (2) to maintain a cellular telephone to facilitate communication with SDWP.
- 3.4. Receipt of compensation for Services under this Agreement is subject to SDWP policy and is also subject to auditing and monitoring by federal, state, local government or private grantors to SDWP. 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 SDWP, or by a federal, state, local government, or private grantor to SDWP 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 SDWP promptly upon request, or SDWP 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 SDWP a certificate evidencing such insurance.

4.5.2 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 SDWP 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 SDWP. 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 SDWP, the City of San Diego, the County of San Diego and each of their officers, directors, partners, joint ventures, representatives, and/or employees (collectively "SDWP 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 SDWP'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 SDWP.
- 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.

- 4.10. Contractor represents that its employment practices consistently provide “Quality Jobs” as defined below for each regular employee providing services under this agreement. Contractor agrees to provide sufficient documentation to substantiate such practices (for example, an employee handbook or payroll records) upon request.
- 4.10.1. A “Quality Job” is a job that contributes to household stability through reliable, predictable earnings which provide a pathway to self-sufficiency; working conditions that are safe, free from discrimination and harassment, and welcoming of workers’ concerns and ideas for improvement; opportunities to learn, grow and advance either within the organization or the field; and a set of support systems, benefits and options that align with the needs of a worker’s life circumstances and career goals.
- 4.10.2. At minimum, all Quality Jobs include the below. For more information on the job quality framework and it’s indicators, please reference <https://workforce.org/jobquality/>.
- 4.10.2.1. Living wage. Compensation which allows an individual to afford adequate shelter, food, and other necessities for their geographic area.
- 4.10.2.1.1. For the current period of performance specified in this contract, a living wage is \$17.65 per hour (or equivalent salary). Please note that living wage is based on a series of economic indicators which fluctuate over time. In the past, annual living wage increases have ranged from -2 to 10%.
- 4.10.2.1.2. At the sole discretion of SDWP, Contractor may be granted a waiver of the Living Wage requirement for a transitional period of up to one (1) year. Waivers will be documented in writing.
- 4.10.2.2. Safe working conditions. Work environments free from undue physical hazards, and from discrimination and harassment.
- 4.10.2.3. Appropriate classification. An employee’s status as a contractor or employee, and as exempt or non-exempt from overtime requirements, is consistent with the employee’s actual relationship to Contractor.
- 4.10.2.4. Stable schedule. Employees with variable working hours receive their schedules no less than two (2) weeks in advance of the working period described in the schedule. Employees without a variable schedule have clear, documented regular working hours, and receive no less than two (2) weeks’ advance notice for extended working days.
- 4.10.2.5. Human resources infrastructure. Employees have access to human resources representative(s) who develop, communicate, and enforce policies and procedures that ensure job quality standards are met.
- 4.11. Contractor agrees to upload data into the Working Metrics application within 30 days from receipt of access to the system and quarterly after that throughout this contract’s period of performance. Note that the Workforce Partnership reserves the right to monitor contractors on an ongoing basis to verify that the practices represented are in place.
- 4.11.1. Working Metrics is a secure, online data analytics platform that helps organizations improve business decisions and results through deep insights into job quality and diversity. Contractors will be provided access to the system and accompanying

training materials to support the upload of their data as outlined above once contract has been executed.

## 5. PROVISIONS RELATED TO SDWP

5.1. SDWP 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 SDWP under this Agreement may be assigned by SDWP without the prior written consent of Contractor.

## 6. TERMINATION

6.1. Notwithstanding any other provision of this Agreement, SDWP 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 SDWP 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 SDWP within 15 days of any of the events listed above. SDWP 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. SDWP's failure to pay Contractor compensation due within sixty (60) days after SDWP'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. SDWP's material breach of any representation or agreement contained in this Agreement.

6.4. When funds are not appropriated or otherwise made available by SDWP 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 SDWP and are the sole and exclusive property of SDWP 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 SDWP 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 SDWP. At SDWP's expense, Contractor agrees to execute, and to cause all Contractor Parties to execute, such additional written assignments to SDWP as SDWP requests, and Contractor hereby agrees to assist SDWP to obtain patents and copyrights for all or any such Work for Hire as SDWP determines, in its sole and absolute discretion. Such assistance includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting SDWP in completing any required application or registration.

7.3. Any written, printed, graphic, or electronically recorded information furnished by SDWP for Contractor's use is the sole property of SDWP. This confidential and proprietary information includes, but is not limited to, customer requirements, customer lists, outreach information, and information concerning SDWP'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 SDWP'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 SDWP all proprietary and confidential information in the possession of Contractor and all Contractor Parties.

7.5. Contractor acknowledges that SDWP is the owner of all SDWP copyrights, and all derivative rights thereto, and all SDWP 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 SDWP trademarks, that it will do nothing inconsistent with SDWP's ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of SDWP.

## 8. MISCELLANEOUS PROVISIONS

8.1. 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. 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. 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. Equal Opportunity.

8.4.1. Contractor and each Contractor Party shall comply with SDWP's Equal Opportunity Program for all work to be performed by Contractor under this Agreement.

8.4.2. 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.

8.4.3. 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.

8.4.4. 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 SDWP contracts for a period of not less than one (1) year.

- 8.5. Contractor agrees that SDWP, 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.
- 8.6. When applicable, Contractor hereby certifies to SDWP that it will provide a drug-free workplace and do each of the following:
  - 8.6.1. 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.
  - 8.6.2. Establish a drug-free awareness program to inform employees about all of the following:
    - 8.6.2.1. The dangers of drug abuse in the workplace.
    - 8.6.2.2. Contractor’s policy of maintaining a drug-free workplace.
    - 8.6.2.3. Any available drug counseling, rehabilitation and employee assistance programs.
    - 8.6.2.4. The penalties that may be imposed upon employees for drug abuse violations.
- 8.7. 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).
- 8.8. 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.
  - 8.8.1. If any fraud, waste or abuse is uncovered or suspected, Contractor shall report the concern immediately to SDWP. Contractor may also report fraud, waste and abuse at the state or federal level.

**SDWP**

Kai Jackson  
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 22M  
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-5506  
Washington, D.C. 20210  
[oig.dol.gov/hotlinecontact.htm](http://oig.dol.gov/hotlinecontact.htm)  
Phone: (800)347-3756  
Fax: (202) 693-7020

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:

8.8.1.1. 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:

8.8.1.1.1. Falsifying information on a Customer application for a consumer.

8.8.1.1.2. Soliciting, offering or receiving a kickback, bribe or rebate for program services.

8.8.1.1.3. Forging or altering required documentation on a program application.

8.8.1.1.4. Deliberately misrepresenting the services offered by SDWP, resulting in unnecessary cost, improper payments or overpayment.

8.8.1.2. 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 SDWP and intended for the public.

8.8.1.3. 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

SDWP's program (i.e., offering notary services on the side during Customer enrollment).

8.9. 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.

8.10. 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.

8.11. 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:

**SDWP**

Attn: Executive Lead Name

Executive Lead's Title

San Diego Workforce Partnership, Inc.

9246 Lightwave Avenue, Suite 210

San Diego, CA 92123

**CONTRACTOR**

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.

8.12. 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.

8.13. 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.

- 8.14. 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.
- 8.15. 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.
- 8.16. 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.
- 8.17. 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.
- 8.18. 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.
- 8.18.1. 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 SDWP 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-Insert TIN**

By: \_\_\_\_\_  
Name: **Contact Name** Date  
Title: **Chair of the board, President or a Vice-President**

By: \_\_\_\_\_  
Name: **Contact Name** Date  
Title: **Secretary, Assistant Secretary, Chief Financial Officer  
or an Assistant Treasurer**

**ATTACHMENTS**

Attachment A – “Description of Services”

Attachment B – “Fee Schedule/Invoicing”

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

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## ATTACHMENT A – DESCRIPTION OF SERVICES

Insert contractor name will be responsible for providing insert 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"><li>Survey 50 participants</li></ul>	September 1, 2019 – complete participant survey
Report <ul style="list-style-type: none"><li>Measure the number of participants who completed the program</li></ul>	<ul style="list-style-type: none"><li>Submit a draft for review to Research Team by February 15, 2020</li><li>March 1, 2020 – complete reporting</li></ul>

## ATTACHMENT B – FEE SCHEDULE/INVOICING

As outlined below, SDWP 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
<b>TOTAL</b>			<b>\$4,000</b>

### Invoice Information

Invoices must contain the following information:

1. Service Agreement number: **insert 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)