

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

935



FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
August 20, 2015

SUBJECT: Subcontract, Program Years 2015/19 for Industry Liaison Between Riverside Community College District on behalf of Norco College and the County of Riverside, [\$90,000]; California Department of Education Career Pathways Trust Funds 100%; Project CEQA Exempt, All Districts

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached Subcontract (Agreement) Program Years 2015/2019 for provision of an Industry Liaison between Riverside Community College District on behalf of Norco College as the fiscal agent (RCCD/NC) and the County of Riverside as the subawardee, in the maximum amount of \$90,000, for the period July 1, 2015 through June 30, 2019;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 45,000	\$ 45,000	\$ 90,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: California Department of Education Career Pathway Trust Funds - 100%				Budget Adjustment: No	
				For Fiscal Year: 2015/16- 2018/19	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 8/19/15

FISCAL PROCEDURES APPROVED
BY: PAUL ANGULO, CPA, AUDITOR-CONTROLLER
Susana Garcia-Bocanegra
8/20/15

- A-30
- 4/5
- Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-17

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Workforce Development Division**

FORM 11: Subcontract, Program Years 2015/19 for Industry Liaison, between Riverside Community College District on behalf of Norco College and the County of Riverside, [\$90,000]; California Department of Education Career Pathways Trust Funds 100%; CEQA Exempt, All Districts

DATE: August 20, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to sign the attached Agreement; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the attached Agreement, including, but not limited to signing subsequent necessary documents, and necessary amendments provided the contract amount is not increased, subject to County Counsel approval.

BACKGROUND:

Summary

State Superintendent of Public Instruction, Tom Torlakson, awarded \$244 million in grants to 40 programs that blend academic and career technical education, connect employers with schools, and train students for jobs in high-demand fields, such as health care, advanced manufacturing, information technology, and software development. Riverside Community College District is one of the selected grant recipients. A portion of their grant will be used on behalf of Norco College, as they partner with Riverside County. The proposed subcontract between Riverside Community College District on behalf of Norco College and the County of Riverside memorializes the agreement between the Parties, for the County to provide an Industry Liaison to Norco College with the objective of supporting the consortia's work. The proposed Agreement is for \$90,000 with a term from July 1, 2015 to June 30, 2019. A copy of the proposed Agreement is attached.

The grants are provided through the California Career Pathways Trust (CCPT) program, which is the largest program of its kind in the nation. The program is providing nearly \$500 million in career tech grants over a two-year period.

The State Superintendent's top priority is to better prepare California students for college and careers in the 21st century. Career Pathways programs provide vital support for innovative, practical, and effective career tech programs that keep students engaged in school and prepared for real-world jobs.

The state Legislature created CCPT in 2013 and allocated \$250 million for the program in the state's 2013-14 budget. Last year, Torlakson awarded grants to 39 recipients. After seeing the program's popularity—the state received 123 applications requesting \$709 million in CCPT grants last year—lawmakers approved an additional \$250 million for this year. The program builds on Torlakson's Career Readiness Initiative.

CCPT grant recipients are tasked with creating sustained career pathways programs that link businesses, K-12 schools, and community colleges to prepare students for the 21st century workplace. Under Torlakson's leadership, the California Department of Education (CDE) administers the program. The department worked with the California Community Colleges Chancellor's Office and the California Workforce Investment Board to identify the strongest applications based on a rigorous evaluation process.

(Continued)

FORM 11: Subcontract, Program Years 2015/19 for Industry Liaison, between Riverside Community College District on behalf of Norco College and the County of Riverside, [\$90,000]; California Department of Education Career Pathways Trust Funds 100%; CEQA Exempt, All Districts

DATE: August 20, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Pursuant to the California Environmental Quality Act (CEQA), the Subcontract, which includes the provision of purely Administrative Services by the County in connection with Riverside Community College District's Career Pathways Trust program in consideration for an award of California Department of Education funds, was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, as it will have only administrative and financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by the County EDA staff with the County Clerk within 5 days of the approval of the Subcontract.

Staff recommends approval of the Proposed Agreement.

Impact on Citizens and Businesses

Career Pathways programs connect education to business through work-based learning that allows students to explore and experience real jobs under the mentorship of professionals in these industries. Work-based learning provides students with valuable opportunities to learn what is involved in various jobs, what kinds of skills are needed to be successful, and whether they want to pursue a similar job for a career.

Career Pathways programs strengthen partnerships among industry, K-12 public schools, and community colleges, and they provide students with the type of career technical training that employers will reward with good paying jobs.

SUPPLEMENTAL:

Additional Fiscal Information

No County costs will be incurred and no budget adjustment required at this time. 100% from the California Department of Education Career Pathway Trust funds.

Sources of local match noted in the agreement does not refer to an additional responsibility for the County. Rather, it pertains to the documentation of comparable services already performed by the County, outside of this agreement. No further work will be expected of the County and no funds will be provided by County. Rather, the County is only responsible for documenting the comparable services it performs, in the required quarterly reports.

Contract History and Price Reasonableness

There is no established contract history, as this is the first agreement with Riverside Community College District on behalf of Norco College for this type of project.

Attachment

Copy of Subcontract Program Years 2015/2019 for Industry Liaison

COPY

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY/
WORKFORCE DEVELOPMENT DIVISION
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District (RCCD), on behalf of Norco College (NC) and RIVERSIDE COUNTY Economic Development Agency/Workforce Development Division (EDA/WDD) on August 18, 2015. Up to \$90,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any RIVERSIDE COUNTY EDA/WDD expenditures are found to be unallowable, RIVERSIDE COUNTY EDA/WDD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed by RIVERSIDE COUNTY EDA/WDD shall be as described in this agreement under the Objectives and Activities. (Attached hereto as Exhibit "A".) RIVERSIDE COUNTY EDA/WDD will also, at a later date, submit a more detailed Work Plan to RCCD/NC.
2. RIVERSIDE COUNTY EDA/WDD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.

3. RIVERSIDE COUNTY EDA/WDD shall notify NC of changes in key personnel.
4. NC shall notify RIVERSIDE COUNTY EDA/WDD of any changes in key personnel.
5. NC shall notify RIVERSIDE COUNTY EDA/WDD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse RIVERSIDE COUNTY EDA/WDD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$90,000.00 and not to exceed 50% in the first year:

2. Carry Forward

a.) Carry forward of funds from year-one fiscal year to year-four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. RIVERSIDE COUNTY EDA/WDD shall submit a written request to NC no later than May 1 of each year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.

b.) Carry forward of funds shall only be allowed in the three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) RIVERSIDE COUNTY EDA/WDD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) RIVERSIDE COUNTY EDA/WDD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. RIVERSIDE COUNTY EDA/WDD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$98,000.00
Year 2-	\$98,000.00
Year 3-	\$82,000.00
Year 4-	<u>\$82,000.00</u>
Total	\$360,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by RIVERSIDE COUNTY EDA/WDD must be approved by NC's Project Director.
- b.) RIVERSIDE COUNTY EDA/WDD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) RIVERSIDE COUNTY EDA/WDD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.

- b) Two copies of the statement and invoice, signed by the appropriate financial officer of RIVERSIDE COUNTY EDA/WDD shall be submitted to NC along with a copy of RIVERSIDE COUNTY EDA/WDD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed. D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until RIVERSIDE COUNTY EDA/WDD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to RIVERSIDE COUNTY EDA/WDD from NC will be sent within 30 days of the receipt of all required reports from RIVERSIDE COUNTY EDA/WDD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by RIVERSIDE COUNTY EDA/WDD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, RIVERSIDE COUNTY EDA/WDD must maintain records regarding the use of grant funds and progress toward grant objectives. RIVERSIDE COUNTY EDA/WDD will maintain appropriate financial records in accordance with generally accepted accounting practices. RIVERSIDE COUNTY EDA/WDD will make available to RCCD/NC upon request, backup financial documentation that clearly describes the nature of each expense, as authorized in the approved budget.

2. RIVERSIDE COUNTY EDA/WDD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. RIVERSIDE COUNTY EDA/WDD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by RIVERSIDE COUNTY EDA/WDD.

E. EQUIPMENT

1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in RIVERSIDE COUNTY EDA/WDD at the end of the grant.
2. In order to be in compliance with federal requirements, RIVERSIDE COUNTY EDA/WDD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

RIVERSIDE COUNTY EDA/WDD shall communicate with the grant-funding agency (California Department of Education) through NC. RIVERSIDE COUNTY EDA/WDD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

RIVERSIDE COUNTY EDA/WDD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- | | |
|--------------------------|-----------------------------|
| 1 st Quarter- | July, August, September |
| 2 nd Quarter- | October, November, December |
| 3 rd Quarter- | January, February, March |
| 4 th Quarter- | April, May, June |

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

RIVERSIDE COUNTY EDA/WDD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

RIVERSIDE COUNTY EDA/WDD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to RIVERSIDE COUNTY EDA/WDD. Causes for termination include non-performance on the part of RIVERSIDE COUNTY EDA/WDD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RIVERSIDE COUNTY EDA/WDD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

3. INDEPENDENT CONTRACTOR

RIVERSIDE COUNTY EDA/WDD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of RIVERSIDE COUNTY EDA/WDD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

RIVERSIDE COUNTY EDA/WDD shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. RIVERSIDE COUNTY EDA/WDD understands that harassment of any student or employee of RIVERSIDE COUNTY EDA/WDD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity,

gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

8. RIVERSIDE COUNTY EDA/WDD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. RIVERSIDE COUNTY EDA/WDD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, RIVERSIDE COUNTY EDA/WDD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College:

Norco College – Project Director
Maureen Sinclair, Ed. D.
2001 Third Street
Norco, CA 92860

RIVERSIDE COUNTY EDA/WDD:

Heidi Marshall, Director of Workforce Development
1325 Spruce Street, Suite 110
Riverside, CA 92507

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

N. SIGNATURE AUTHORIZATIONS

FORM APPROVED COUNTY COUNSEL
BY: Heidi Marshall 8/3/15
MARSHAL VICTOR DATE

“Riverside Community College District on behalf of Norco College”

“Riverside County Economic Development Agency/Workforce Development Division”

By: _____
Aaron S. Brown, Vice Chancellor,
Business and Financial Services

By: _____
Heidi Marshall
Director of Workforce Development

Date: _____

Date: _____

SCOPE OF WORK

OBJECTIVES AND ACTIVITIES

RIVERSIDE COUNTY EDA/WDD agrees to provide an Industry Liaison with the objective of supporting the consortia's work.

Activities will include, but are not limited to the following: collecting, analyzing and sharing labor market information; engaging employers; facilitating sector partnerships; outreach to community stakeholders, including employers, to build support for the Career Pathways program and initiatives.

The agreed upon annual amount in this agreement is \$45,000, in order to fund work of the aforementioned Industry Liaison.

**APPROVED GRANT BUDGET
(YEAR 1)**

**California Career Pathways Trust
2015-16 Grant Budget Page**

Agency Name: Riverside Community College District		District Code: N/A		
Project Director: Kevin Fleming		Phone Number: 951-739-7880		
Amount Requested: \$6,350,845		Fiscal Agent Contact: Colleen Molko		
Expenditure Codes	Career Pathway Program (Dollar Value)	Sources of Local Match (Cash or In-Kind)		Budget Item Totals
		District Match	Business/Community Match	
1000 Certificated Salaries	112,566	39,371	0	151,937
2000 Classified Salaries	384,882	26,884	0	411,766
3000 Employee Benefits	252,412	9,617	0	262,029
4000 Books and Supplies	57,153	0	0	57,153
5000 Services and Other Operating Expenditures (other than travel)	5,086,511	8,331,233	1,757,441	15,175,185
5200 Travel and Conferences	66,925	0	0	66,925
6000 Capital Outlay	309,435	86,832	0	396,267
7000 Indirect Charges (CDE approved rates apply)	80,961	678,048		759,009
Totals	6,350,845	\$ 9,171,985	\$ 1,757,441	17,280,271
		% 84	% 16	

This Budget Page explains all expenditures under each category. Applicant may display matching of funds (cash or in-kind) for the grant to show support from local educational agency/community college district and/or business/community partners. The percentage of Sources of Local Match with the total amount of funds requested is noted.