

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

941



FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
May 12, 2016

SUBJECT: Approval of funding for the Regional Strategic Planning Consulting Firm; Approval of Service Agreement with MaryAnn Pranke Training & Consulting, Inc.; Performance Period July 1, 2016 through March 31, 2017, All Districts, [\$97,000] Workforce Development Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Workforce Innovation and Opportunity Act (WIOA) funding for the Regional Strategic Planning Consulting Firm, MaryAnn Pranke Training & Consulting, Inc. (MPT&C), not to exceed \$97,000; and approve the attached Service Agreement between MPT&C and the County of Riverside (County), for the period of July 1, 2016 through March 31, 2017;
2. Authorize the Assistant County Executive Officer/EDA, or designee, to execute the attached Service Agreement; and

(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	\$ 97,000	\$ 0	\$ 97,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$	

SOURCE OF FUNDS: Workforce Development Fund 100%

Budget Adjustment: No

For Fiscal Year: 2016/17

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 21, 2016
 xc: EDA-Workforce Development

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

FORM APPROVED COUNTY COUNSEL
DATE: 5/19/16
BY: GREGORY P. PRAMOS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
Esteban Hernandez

Departmental Concurrence

A-30
 4/5
 Vote

Positions Added
 Change Order

FORM 11: Approval of funding for the Regional Strategic Planning Consulting Firm; Approval of Service Agreement with MaryAnn Pranke Training & Consulting, Inc.; Performance Period July 1, 2016 through March 31, 2017, All Districts, [\$97,000] Workforce Development Fund 100%

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RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the attached Service Agreement, including, but not limited to negotiating and executing subsequent essential and relevant documents and agreements during the term of the Service Agreement, and any subsequent amendments, provided that all documents, agreements and amendments are approved as to form by County Counsel.

BACKGROUND:

Summary

On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law. On April 30, 2015, in Workforce Services Draft Directive 115, the California Workforce Board and Employment Development Department designated the Riverside County Workforce Development Board, the San Bernardino City Workforce Investment Board, and the San Bernardino County Workforce Development Board as a proposed regional planning unit, the Inland Empire Regional Workforce Area (IERWA). Currently, this is a joint endeavor between Riverside County and San Bernardino County.

WIOA requires each local board to develop and submit four-year local plans to the Governor that support California's Unified Strategic Workforce Development Plan. Regional and local plans, based on the State Plan framework, will be due to the State Workforce Board on March 15, 2017. The State Plan may be accessed online at the following: http://cwdb.ca.gov/WIOA_Unified_Strategic_Workforce_Development%20Plan.htm. WIOA also supports system-wide collaboration that aligns workforce development activities and resources with larger regional economic development areas and available resources, to provide coordinated and efficient services to job seekers and employers. It therefore requires a four-year regional workforce plan that helps facilitate a comprehensive, strategic, streamlined, and effective workforce development system. In support of WIOA requirements, the Economic Development Agency/Workforce Development Division released a Request for Proposal (RFP) on January 14, 2016 to procure for Regional Strategic Planning Consultant services for the period of April 1, 2016 through March 31, 2017. Plans developed will include community stakeholder and WIOA partner input, consideration of local and regional labor markets, program and related data, and will build upon current Riverside and San Bernardino County efforts with regard to WIOA Youth programs, regional industry sector growth and other initiatives/programs.

MPT&C was approved by the WDB to provide regional strategic planning consultant services. MPT&C is a woman-owned, small business focused on the deployment of the Baldrige Excellence Framework for performance excellence and performance measurement to government, healthcare and non-profit organizations. They have demonstrated the capability of providing excellent regional strategic planning consulting services. MPT&C has more than 20 years' experience in the workforce development field. They have key staff with industry sector experience; and the President, MaryAnn Pranke, specializes in training and consulting in Strategic Planning, Continuous Improvement, and Program Evaluation Systems. MPT&C has provided strategic planning services since 1998. In addition to the strategic planning services conducted for the Youth Centers and their partners located in Riverside, the firm has also conducted strategic planning for the America's Job Centers of California (AJCCs) located throughout the Los Angeles area, including the City of Los Angeles Community Development Department/Workforce Development Division.

Staff recommends approval of funding and approval of the attached Service Agreement.

(Continued)

FORM 11: Approval of funding for the Regional Strategic Planning Consulting Firm; Approval of Service Agreement with MaryAnn Pranke Training & Consulting, Inc.; Performance Period July 1, 2016 through March 31, 2017, All Districts, [\$97,000] Workforce Development Fund 100%

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Impact on Citizens and Businesses

WIOA is designed to help job seekers access employment, education and support services to compete in the labor market and to fulfill employers' need for skilled workers. WIOA supersedes the Workforce Investment Act (WIA) of 1998 and took effect on July 1, 2015. The programs under WIA helped job seekers connect to good jobs and acquire the skills and credentials needed to obtain them. WIOA enhances the American Job Center system and ensures it is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future.

SUPPLEMENTAL:

Additional Fiscal Information

The total contract amount is \$97,000; all costs will be incurred in fiscal year 2016/2017. The total cost of \$97,000, as described below, will be shared between Riverside County and San Bernardino County. Riverside County is responsible for \$75,000, which will cover \$53,000 for their Local Plan and \$22,000 for 50% of the cost of the IERWA Regional Plan. San Bernardino County is responsible for \$22,000, which covers 50% of the cost of the IERWA Regional Plan. (San Bernardino County has opted to contract directly with MPT&C for their Local Plan.)

Reimbursement of San Bernardino's portion of the cost will be handled via Riverside County's submittal of monthly invoices to San Bernardino County for actual expenditures associated with this agreement.

Proposed Consultant / Agency	Scope of Work	Total Cost
MaryAnn Pranke Training & Consulting, Inc. will provide Regional Strategic Planning Services; author and develop Local Strategic Workforce Development Plan for Riverside County; and author and develop a Regional Strategic Plan for IERWA.	▪ IERWA Regional Plan – Riverside County Portion	\$22,000
	▪ IERWA Regional Plan – San Bernardino Portion	\$22,000*
	▪ Riverside County Local Plan	\$53,000
Contract Amount Not to Exceed		\$97,000

*San Bernardino County has agreed to reimburse Riverside County 50% of the cost of the IERWA Regional Plan.

Contract History and Price Reasonableness

There is no established agreement history with this consultant. Price reasonableness was established by competitive procurement and review of current rates for consultants offering similar services. Cost analysis of the proposed Cost Plan demonstrated the reasonableness of the cost of the project elements; that they are allowable, reflect sound business practices, and respond to the RFP requirements.

Attachment

Service Agreement, between MPT&C and the County of Riverside, for the period of July 1, 2016 through March 31, 2017.

SERVICE AGREEMENT

for

Regional Strategic Planning Consulting

Between

COUNTY OF RIVERSIDE

and

MaryAnn Pranke Training & Consulting, Inc.



1 This Service Agreement for Strategic Planning Consultant ("Agreement"), made
2 and entered into this 1st day of July 2016, by and between MaryAnn Pranke Training &
3 Consulting, Inc., a private, for-profit corporation (herein referred to as "CONSULTANT")
4 and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by
5 and through its Economic Development Agency (EDA), Workforce Development
6 Division (WDD), (herein referred to as "COUNTY").

7
8 **RECITALS**

9
10 WHEREAS, the COUNTY has entered into a grant agreement with the State of
11 California, hereinafter referred to as the "Grantor," pursuant to the Workforce
12 Innovation and Opportunity Act (WIOA); and

13 WHEREAS, the Riverside County Workforce Development Board ("WDB")
14 provides oversight for the WIOA programs, including, but not limited to meeting State
15 workforce performance goals, while addressing the workforce needs of the local
16 economy; and

17 WHEREAS, CONSULTANT responded to the Request For Proposal (RFP)
18 released by the COUNTY; and based on CONSULTANT'S prior experience with
19 Strategic Planning, the RFP resulted in COUNTY awarding CONSULTANT with an
20 allocation of WIOA Funds; and

21 WHEREAS, the COUNTY desires to contract with CONSULTANT based on
22 CONSULTANT's expertise, special skills, knowledge and experience in strategic
23 planning consulting for local areas, including, but not limited to assisting the Inland
24 Empire Regional Workforce Area (IERWA) with accomplishing its goals as more
25 specifically set forth in the Agreement below.

26 NOW THEREFORE, based upon the foregoing Recitals and for good and
27 valuable consideration, the receipt and sufficiency of which is acknowledged by all
28 Parties, the COUNTY and CONSULTANT hereby agree as follows:

1 **1. Description of Services**

2 **1.1** The CONSULTANT shall provide strategic planning consulting as
3 outlined and specified in the SCOPE OF SERVICE, attached hereto as Exhibit "A" and
4 incorporated herein by this reference; and in the RFP, at the not to exceed fee stated
5 in Paragraph 3.1. The RFP and CONSULTANT'S response to the RFP submitted on
6 February 14, 2016 are each hereby incorporated herein by this reference.

7 **1.2** The CONSULTANT represents that it has the experience, personnel,
8 equipment, and facilities necessary to fully and adequately perform under this Agreement
9 and the COUNTY relies upon this representation. The CONSULTANT shall perform to the
10 satisfaction of the COUNTY and in conformance to and consistent with the highest
11 standards of professionals/community college CONSULTANTS in the same discipline in the
12 State of California.

13 **1.3** The CONSULTANT affirms this it is fully apprised of all of the work to be
14 performed under this Agreement; and the CONSULTANT agrees it can properly perform
15 this work at the fee stated in Paragraph 3.1. The CONSULTANT is not to perform services
16 or provide products outside of the Agreement, unless by written request by the COUNTY.

17 **1.4** Acceptance by the COUNTY of CONSULTANT'S performance under this
18 Agreement does not operate as a release of the CONSULTANT'S responsibility for full
19 compliance with the terms of this Agreement.

20
21 **2. Due Date**

22 **2.1** The CONSULTANT shall perform specified services for the COUNTY in a
23 timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit
24 "A" SCOPE OF SERVICE, and in the PAYMENT SCHEDULE, attached hereto as
25 Exhibit "B" and incorporated herein by this reference, as such services are necessary
26 for the provision of regional and local strategic planning consulting. This Agreement
27 shall commence on July 1, 2016 and expire on March 31, 2017 unless terminated
28 earlier.

1 **3. Compensation**

2 **3.1** The COUNTY shall pay CONSULTANT for services performed, products
3 provided and expenses incurred, pursuant to Exhibit "A" SCOPE OF SERVICE and set
4 forth in Exhibit "B" PAYMENT SCHEDULE. Maximum payment by COUNTY to
5 CONSULTANT shall not exceed Ninety-Seven-Thousand Dollars (\$97,000), including
6 all expenses. The COUNTY is NOT RESPONSIBLE for any fees or costs incurred
7 above or beyond the contracted amount and shall have no obligation to purchase any
8 specified amount of services or products, unless agreed to by COUNTY in writing.

9 **3.2** The CONSULTANT shall be paid only in accordance with an invoice
10 submitted to the COUNTY by CONSULTANT conforming to INVOICE FORM, attached
11 hereto as Exhibit "C" and incorporated herein by this reference, and COUNTY shall pay
12 the invoice within thirty (45) working days from the date of receipt of the invoice. Payment
13 shall be made to CONSULTANT only after services have been rendered or delivery of
14 materials or products, and acceptance has been made by COUNTY.

15 a) Each invoice shall contain a minimum of the following information:
16 invoice number and date, remittance address, itemization of the description of the
17 work, and invoice total; and shall conform to the Exhibit "C" INVOICE FORM.

18 b) In accordance with California Government CONSULTANT Section
19 926.10, COUNTY is not allowed to pay excess interest and late charges.

20 **3.3** The COUNTY obligation for payment of this Agreement beyond the
21 current fiscal year end is contingent upon and limited by the availability of the COUNTY
22 funding from which payment can be made. No legal liability on the part of the
23 COUNTY shall arise for payment beyond June 30 of each calendar year unless funds
24 are made available for such payment. In the event that such funds are not forthcoming
25 for any reason, the COUNTY shall immediately notify the CONSULTANT in writing; and
26 this Agreement shall be deemed terminated and have no further force and effect.

1 **4. Alteration or Changes to the Agreement**

2 **4.1** The Board of Supervisors and the Assistant County Executive
3 Officer/Economic Development Agency and/or Workforce Development Division
4 designee are the only authorized COUNTY representatives who may at any time, by
5 written order, make alterations to this Agreement.
6

7 **5. Termination**

8 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days
9 written notice served upon the CONSULTANT stating the extent and effective date of
10 termination.

11 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
12 Agreement for the CONSULTANT's default, if the CONSULTANT refuses or fails to
13 comply with the terms of this Agreement or fails to make progress so as to endanger
14 performance and does not immediately cure such failure. In the event of such
15 termination, the COUNTY may proceed with the work in any manner deemed proper by
16 the COUNTY.

17 **5.3** After receipt of the notice of termination, the CONSULTANT shall:

18 (a) Stop all work under this Agreement on the date specified in the
19 notice of termination; and

20 (b) Transfer to the COUNTY and deliver in the manner as directed by
21 the COUNTY any materials, reports or other products which, if the Agreement had
22 been completed or continued, would have been required to be furnished to the
23 COUNTY.

24 **5.4** After termination, the COUNTY shall make payment only for the
25 CONSULTANT'S performance up to the date of termination in accordance with this
26 Agreement.

27 **5.5** The CONSULTANT's rights under this Agreement shall terminate (except
28 for fees accrued prior to the date of termination) upon dishonesty or a willful or material

1 breach of this Agreement by the CONSULTANT; or in the event of the
2 CONSULTANT's unwillingness or inability for any reason whatsoever to perform the
3 terms of this Agreement. In such event, the CONSULTANT shall not be entitled to any
4 further compensation under this Agreement. .

5 **5.6** The rights and remedies of the COUNTY provided in this section shall not
6 be exclusive and are in addition to any other rights and remedies provided by law or
7 this Agreement.

8
9 **6. Ownership/Use of Contract Materials and Products**

10 The CONSULTANT agrees that all materials, reports or products in any form,
11 including electronic, created by the CONSULTANT for which the CONSULTANT has
12 been compensated by the COUNTY pursuant to this Agreement shall be the sole
13 property of the COUNTY; and may be used by the COUNTY for any purpose the
14 COUNTY deems to be appropriate, including, but not limited to, duplication and/or
15 distribution within the COUNTY or to third parties. The CONSULTANT agrees not to
16 release or circulate in whole or part such materials, reports or products without prior
17 written authorization of the COUNTY.

18
19 **7. Conduct of the CONSULTANT**

20 **7.1** The CONSULTANT covenants that it presently has no interest, including,
21 but not limited to, other projects or contracts, and shall not acquire any such interest,
22 direct or indirect, which would conflict in any manner or degree with the
23 CONSULTANT's performance under this Agreement. The CONSULTANT further
24 covenants that no person or subcontractor having any such interest shall be employed
25 or retained by CONSULTANT under this Agreement. The CONSULTANT agrees to
26 inform the COUNTY of all CONSULTANT's interests, if any, which are or may be
27 perceived as incompatible with the COUNTY's interests.

1 **7.2** The CONSULTANT shall not, under circumstances which could be
2 interpreted as an attempt to influence the recipient in the conduct of his/her duties,
3 accept any gratuity or special favor from individuals or firms with whom the
4 CONSULTANT is doing business or proposing to do business, in accomplishing the
5 work under this Agreement.

6 **7.3** The CONSULTANT or its employees shall not offer gifts, gratuity, favors,
7 and entertainment directly or indirectly to COUNTY employees.

8
9 **8. Inspection of Services**

10 **8.1** All performance shall be subject to inspection by the COUNTY. The
11 CONSULTANT shall provide adequate cooperation to the COUNTY representative to
12 permit him/her to determine the CONSULTANT's conformity with the terms of this
13 Agreement. If any services performed or products provided by the CONSULTANT are
14 not in conformance with the terms of this Agreement, the COUNTY shall have the right
15 to require the CONSULTANT to perform the services or provide the products in
16 conformance with the terms of the Agreement at no additional cost to the COUNTY.
17 When the services to be performed or the products to be provided are of such nature
18 that the difference cannot be corrected, the COUNTY shall have the right to: (1)
19 require the CONSULTANT immediately to take all necessary steps to ensure future
20 performance in conformity with the terms of the Agreement; and/or (2) reduce the
21 Agreement price to reflect the reduced value of the services performed or products
22 provided. The COUNTY may also terminate this Agreement for default and charge to
23 the CONSULTANT any costs incurred by the COUNTY because of the
24 CONSULTANT's failure to perform.

25 **8.2** The CONSULTANT shall establish adequate procedures for self-
26 monitoring to ensure proper performance under this Agreement; and shall permit a
27 COUNTY representative to monitor, assess or evaluate the CONSULTANT's
28 performance under this Agreement at any time upon reasonable notice.

1 **9. Independent Contractor**

2 The CONSULTANT is, for purposes relating to this Agreement, an independent
3 contractor and shall not be deemed an employee of the COUNTY. It is expressly
4 understood and agreed that the CONSULTANT (including its employees, agents and
5 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
6 employees are entitled, including but not limited to overtime, any retirement benefits,
7 worker's compensation benefits, and injury leave or other leave benefits. There shall
8 be no employer-employee relationship between the parties; and the CONSULTANT
9 shall hold the COUNTY harmless from any and all claims that may be made against
10 the COUNTY based upon any contention by a third party that an employer-employee
11 relationship exists by reason of this Agreement. It is further understood and agreed by
12 the parties that the CONSULTANT in the performance of this Agreement is subject to
13 the control or direction of the COUNTY merely as to the results to be accomplished and
14 not as to the means and methods for accomplishing the results.

15
16 **10. Subcontract for Work or Services**

17 No contract shall be made by the CONSULTANT with any other party for
18 furnishing any of the work or services under this Agreement without the prior written
19 approval of the COUNTY; but this provision shall not require the approval of contracts
20 of employment between the CONSULTANT and personnel assigned under this
21 Agreement, or for parties named in the proposal and agreed to under this Agreement.

22
23 **11. Disputes**

24 **11.1** The parties shall attempt to resolve any disputes amicably at the working
25 level. If that is not successful, the dispute shall be referred to the senior management
26 of the parties. Any dispute relating to this Agreement which is not resolved by the
27 parties shall be decided by the COUNTY's Compliance Contract Officer who shall
28 furnish the decision in writing. The decision of the COUNTY's Compliance Contract

1 Officer shall be final and conclusive unless determined by a court of competent
2 jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as
3 necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the
4 performance of this Agreement pending the resolution of a dispute.

5
6 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
7 shall be obligated to attend a mediation session in Riverside County before a neutral
8 third party mediator. A second mediation session shall be required if the first session is
9 not successful. The parties shall share the cost of the mediations. The parties shall
10 jointly select a mediator acceptable to the CONSULTANT and COUNTY. The
11 mediation shall take place in Riverside County. Each party shall be responsible for its
12 own legal fees and other expenses incident to the preparation for mediation. If the
13 dispute cannot be resolved by mediation, neither COUNTY nor CONSULTANT waives
14 their rights to bring the appropriate legal action in a court of competent jurisdiction
15 within the County of Riverside.

16
17 **12. Licensing and Permits**

18 The CONSULTANT shall comply with all State or other licensing requirements,
19 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
20 Professions CONSULTANT. All licensing requirements shall be met at the time
21 proposals are submitted to the COUNTY. The CONSULTANT warrants that it has all
22 necessary permits, approvals, certificates, waivers and exemptions necessary for
23 performance of this Agreement as required by the laws and regulations of the United
24 States, the State of California, the County of Riverside and all other governmental
25 agencies with jurisdiction, and shall maintain these throughout the term of this
26 Agreement relative to all services provided, to be performed under Exhibit "A" SCOPE
27 OF SERVICE, and that service(s) will be performed by properly trained and licensed
28 staff.

1 **13. Non-Discrimination and Equal Opportunity**

2 The CONSULTANT assures that it will comply fully with the nondiscrimination
3 and equal opportunity provisions of WIOA.

4 The CONSULTANT assures that it has a nondiscrimination and equal
5 opportunity policy that complies with the non-discrimination and equal opportunity
6 provisions of WIOA.

7 The CONSULTANT assures that its nondiscrimination and equal opportunity
8 policy covers participants, employees and program beneficiaries served under this
9 Agreement and that it does not discriminate, on the basis of race, color, religion,
10 national origin, age, physical/mental disability, political affiliations or beliefs, and sex
11 including discrimination based on gender identity, gender expression, and sexual
12 orientation, in the selection of participants and employees. The policy shall cover, but
13 not be limited to, the following: employment, promotion, demotion or transfer,
14 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms
15 of compensation and selection for training.

16 The CONSULTANT will take action to ensure that participants, employees, and
17 program beneficiaries are treated during training/employment without regard to their
18 race, color, religion, national origin, age, physical/mental disability, political affiliation or
19 beliefs, and sex including gender identity, gender expression, and sexual orientation.
20 Such action shall include, but not be limited to, the following: employment, upgrading,
21 demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates
22 of pay or other forms of compensation and selection for training, including
23 apprenticeship.

24 The CONSULTANT agrees to comply with the notice and communication
25 requirements of the nondiscrimination and equal opportunity provisions of WIOA and
26 the right of a participant, employee or program beneficiary to file a complaint.

27 In the event of the CONSUTLANT'S non-compliance with the nondiscrimination
28 and equal opportunity clauses of this Agreement or with any such rules, regulations, or

1 orders, this Agreement may be canceled, terminated or suspended in whole or in part,
2 and the CONSULTANT may be declared ineligible for further government contracts in
3 accordance with policies authorized under WIOA section 188 and implementing
4 regulations, Title IV of the Civil Rights of 1964, Americans with Disabilities Act of 1990,
5 Title II, Subpart A, Age Discrimination Act of 1975, as amended, Section 504 of the
6 Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Fair
7 Employment and Housing Act (Government Code, Title 2, Division 3, Part 2.8),
8 Chapters 1-6, Dymally-Alatorre Bilingual Services Act, Government Code Section
9 7290-7299.8, Executive Order 13166, Improving Access to Services for Persons with
10 Limited English Proficiency.

11
12 **14. Record Retention and Documents**

13 The CONSULTANT agrees to retain all records pertaining to this Agreement
14 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of
15 seven (7) years after termination of this Agreement. If, at the end of seven (7) years,
16 there is an ongoing litigation or an audit involving those records, the CONSULTANT
17 shall retain the records until the resolution of such litigation or audit is completed. The
18 Department of Labor, the Grantee, and the COUNTY reserve the right to monitor and
19 visit, announced or unannounced, the CONSULTANT's facilities at any time during
20 normal business hours. The monitoring shall be conducted in accordance with the
21 COUNTY WIOA Monitoring Guide and WIOA State Directives.

22
23 **15. Confidentiality**

24 **15.1** The CONSULTANT shall not use for personal gain or make other
25 improper use of privileged or confidential information which is acquired in connection
26 with this Agreement. The term "privileged or confidential information" includes but is
27 not limited to: unpublished or sensitive technological or scientific information; medical,
28 personnel, or security records; anticipated material requirements or pricing/purchasing

1 actions; the COUNTY information or data which is not subject to public disclosure;
2 COUNTY operational procedures; and knowledge of selection of contractors,
3 subcontractors or suppliers in advance of official announcement.

4 **15.2** The CONSULTANT shall protect from unauthorized disclosure names
5 and other identifying information concerning persons receiving services pursuant to this
6 Agreement, except for general statistical information not identifying any person. The
7 CONSULTANT shall not use such information for any purpose other than carrying out
8 the CONSULTANT's obligations under this Agreement. The CONSULTANT shall
9 promptly transmit to the COUNTY all third party requests for disclosure of such
10 information. The CONSULTANT shall not disclose, except as otherwise specifically
11 permitted by this Agreement or authorized in advance in writing by the COUNTY, any
12 such information to anyone other than the COUNTY. For purposes of this paragraph,
13 identity shall include, but not be limited to, name, identifying number, symbol, or other
14 identifying particular assigned to the individual, such as finger or voice print or a
15 photograph.

16
17 **16. Administration/Contract Liaison**

18 The Assistant County Executive Officer/Economic Development Agency and/or
19 Workforce Development Division designee shall administer this Agreement, as well as
20 any/all future modifications necessary to this Agreement on behalf of the COUNTY.
21
22
23

24 **17. Force Majeure**

25 If either party is unable to comply with any provision of this Agreement due to
26 causes beyond its reasonable control, and which could not have been reasonably
27 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
28

1 party shall not be held liable for such failure to comply, provided the other party
2 receives written notice of such force majeure event.

3
4 **18. EDD Reporting Requirements**

5 In order to comply with child support enforcement requirements of the State of
6 California, the COUNTY may be required to submit a Report of Independent
7 CONSULTANT(s) form **DE 542** to the Employment Development Department ("EDD").
8 The CONSULTANT agrees to furnish the required data and certifications to the
9 COUNTY within 10 days of notification of award of Agreement when required by the
10 EDD. This data will be transmitted to governmental agencies charged with the
11 establishment and enforcement of child support orders. Failure of the CONSULTANT
12 to timely submit the data and/or certificates required may result in the contract being
13 awarded to another CONSULTANT. In the event a contract has been issued, failure of
14 the CONSULTANT to comply with all federal and state reporting requirements for child
15 support enforcement or to comply with all lawfully served Wage and Earnings
16 Assignments Orders and Notice of Assignment shall constitute a material breach of
17 Agreement. If the CONSULTANT has any questions concerning this reporting
18 requirement, please call (916) 657-0529. The CONSULTANT should also contact the
19 local Employment Tax Customer Service Office listed in the telephone directory in the
20 State Government section under "Employment Development Department" or access
21 their Internet site at www.edd.ca.gov.

22
23 **19. Hold Harmless/Indemnification**

24 **19.1** The CONSULTANT shall indemnify and hold harmless the County of
25 Riverside, its Agencies, Districts, Special Districts and Departments, The WDB their
26 respective directors, officers, Board of Supervisors, elected and appointed officials,
27 employees, agents and representatives (individually and collectively hereinafter
28 referred to as Indemnitees) from any liability whatsoever, based or asserted upon any

1 services of CONSULTANT, its officers, employees, subcontractors, agents or
2 representatives arising out of or in any way relating to this Agreement, including but not
3 limited to property damage, bodily injury, or death or any other element of any kind or
4 nature whatsoever arising from the performance of CONSULTANT, its officers,
5 employees, subcontractors, agents or representatives Indemnitors from this
6 Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees
7 including, but not limited, to attorney fees, cost of investigation, defense and
8 settlements or awards, the Indemnitees in any claim or action based upon such alleged
9 acts or omissions.

10
11 With respect to any action or claim subject to indemnification herein by CONSULTANT,
12 CONSULTANT shall, at their sole cost, have the right to use counsel of their own
13 choice and shall have the right to adjust, settle, or compromise any such action or
14 claim without the prior consent of COUNTY; provided, however, that any such
15 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
16 CONSULTANT'S indemnification to Indemnitees as set forth herein.

17
18 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has
19 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any
20 liability for the action or claim involved.

21
22 The specified insurance limits required in this Agreement shall in no way limit or
23 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the
24 Indemnitees herein from third party claims.

25
26 In the event there is conflict between this clause and California Civil Code Section
27 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
28 interpretation shall not relieve the CONSULTANT from indemnifying the Indemnitees to

1 the fullest extent allowed by law.

2 **19.2** In the event there is conflict between this clause and California Civil
3 CONSULTANT Section 2782, this clause shall be interpreted to comply with Civil
4 CONSULTANT 2782. Such interpretation shall not relieve the CONSULTANT from
5 indemnifying the COUNTY to the fullest extent allowed by law.

6
7 **20. Insurance**

8 Without limiting or diminishing the CONSULTANT's obligation to indemnify or
9 hold the COUNTY harmless, the CONSULTANT shall procure and maintain or cause
10 to be maintained, at its sole cost and expense, the following insurance coverages
11 during the term of this Agreement:

12 **20.1 Workers' Compensation**

13 If the CONSULTANT has employees as defined by the State of California, the
14 CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage
15 A) as prescribed by the laws of the State of California. The Policy shall include
16 Employers' Liability (Coverage B) including Occupational Disease with limits not less
17 than **\$1,000,000** per person per accident. The policy shall be endorsed to waive
18 subrogation in favor of the County of Riverside, and, if applicable, to provide a
19 Borrowed Servant/Alternate Employer Endorsement.

20 **20.2 Commercial General Liability**

21 Commercial General Liability insurance coverage, including but not limited to,
22 premises liability, contractual liability, products and completed operations liability,
23 personal and advertising injury covering claims which may arise from or out of the
24 CONSULTANT's performance of its obligations hereunder. The Policy shall name all
25 Agencies, CONSULTANTs, Special CONSULTANTs, and Departments of the
26 COUNTY of Riverside, their respective directors, officers, Board of Supervisors,
27 employees, elected or appointed officials, agents or representatives as Additional
28 Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per occurrence

1 combined single limit. If such insurance contains a general aggregate limit, it shall
2 apply separately to this agreement or be no less than two (2) times the occurrence
3 limit.

4 **20.3 Vehicle Liability**

5 If the CONSULTANT's vehicles or mobile equipment are used in the
6 performance of the obligations under this Agreement, then the CONSULTANT shall
7 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
8 amount not less than **\$1,000,000** per occurrence combined single limit. If such
9 insurance contains a general aggregate limit, it shall apply separately to this agreement
10 or be no less than two (2) times the occurrence limit. Policy shall name all Agencies,
11 CONSULTANTS, Special CONSULTANTS, and Departments of the COUNTY of
12 Riverside, their respective directors, officers, Board of Supervisors, employees, elected
13 or appointed officials, agents or representatives as Additional Insureds.

14 **20.4 Professional Liability Insurance**

15 The CONSULTANT shall maintain Professional Liability Insurance providing
16 coverage for the CONSULTANT'S performance of work included within this
17 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
18 **\$2,000,000** annual aggregate. If the CONSULTANT's Professional Liability Insurance
19 is written on a claims made basis rather than an occurrence basis, such insurance
20 shall continue through the term of this Agreement and the CONSULTANT shall
21 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
22 known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
23 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3)
24 demonstrate through Certificates of Insurance that the CONSULTANT has Maintained
25 continuous coverage with the same or original insurer. Coverage provided under
26 items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of
27 this Agreement.

1 **20.5 General Insurance Provisions - All lines**

2 a) Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A M BEST rating of not less than A: VIII
4 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
5 If the COUNTY's Risk Manager waives a requirement for a particular insurer such
6 waiver is only valid for that specific insurer and only for one policy term.

7 b) The CONSULTANT's insurance carrier(s) must declare its insurance
8 deductibles or self-insured retentions. If such deductibles or self-insured retentions
9 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the
10 prior written consent of the COUNTY Risk Manager before the commencement of
11 operations under this Agreement. Upon notification of deductibles or self-insured
12 retention's unacceptable to the COUNTY, and at the election of the Country's Risk
13 Manager, the CONSULTANT'S carriers shall either; 1) reduce or eliminate such
14 deductibles or self-insured retention's as respects this Agreement with the COUNTY,
15 or 2) procure a bond which guarantees payment of losses and related investigations,
16 claims administration, and defense costs and expenses.

17 c) The CONSULTANT shall cause the CONSULTANT'S insurance carrier(s)
18 to furnish the County of Riverside with either 1) a properly executed original
19 Certificate(s) of Insurance and certified original copies of Endorsements effecting
20 coverage as required herein, or 2) if requested to do so orally or in writing by the
21 COUNTY Risk Manager, provide original Certified copies of policies including all
22 Endorsements and all attachments thereto, showing such insurance is in full force and
23 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant
24 of the insurance carrier(s) that thirty (30) days written notice shall be given to the
25 County of Riverside prior to any material modification, cancellation, expiration or
26 reduction in coverage of such insurance. In the event of a material modification,
27 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
28 forthwith, unless the County of Riverside receives, prior to such effective date, another

1 properly executed original Certificate of Insurance and original copies of endorsements
2 or certified original policies, including all endorsements and attachments thereto
3 evidencing coverage's set forth herein and the insurance required herein is in full force
4 and effect. The CONSULTANT ***shall not commence operations until the COUNTY***
5 ***has been furnished original Certificate (s) of Insurance and certified original***
6 ***copies of endorsements or policies of insurance including all endorsements and***
7 ***any and all other attachments as required in this Section. An individual***
8 ***authorized by the insurance carrier to do so on its behalf shall sign the original***
9 ***endorsements for each policy and the Certificate of Insurance.***

10 d) It is understood and agreed to by the parties hereto and the insurance
11 company(s), that the Certificate(s) of Insurance and policies shall so covenant and
12 shall be construed as primary insurance, and the COUNTY'S insurance and/or
13 deductibles and/or self-insured retention's or self-insured programs shall not be
14 construed as contributory.

15 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
16 Agreement or any extension thereof, there is a material change in the SCOPE OF
17 SERVICE; or, there is a material change in the equipment to be used in the
18 performance of the scope of work (such as the use of aircraft or watercraft) the
19 COUNTY reserves the right to adjust the types of insurance required under this
20 Agreement and the monetary limits of liability for the insurance coverage's currently
21 required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount
22 or type of insurance carried by CONSULTANT has become inadequate.

23 f) The CONSULTANT shall pass down the insurance obligations contained
24 herein to all tiers of subcontractors working under this Agreement.

25 g) The insurance requirements contained in this Agreement may be met
26 with a program(s) of self-insurance acceptable to the COUNTY.

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1 **21. General**

2 **21.1** The CONSULTANT shall not delegate or assign any interest in this
3 Agreement, whether by operation of law or otherwise, without the prior written consent
4 of COUNTY. Any assignment or purported assignment of this Agreement by
5 CONSULTANT without the prior written consent of COUNTY will be deemed void and of
6 no force or effect.

7 **21.2** Any waiver by the COUNTY of any breach of any one or more of the
8 terms of this Agreement shall not be construed to be a waiver of any subsequent or
9 other breach of the same or of any other term of this Agreement. Failure on the part of
10 the COUNTY to require exact, full and complete compliance with any terms of this
11 Agreement shall not be construed as in any manner changing the terms or preventing
12 the COUNTY from enforcement of the terms of this Agreement.

13 **21.3** In the event the CONSULTANT receives payment under this Agreement
14 which is later disallowed by the COUNTY for nonconformance with the terms of the
15 Agreement, the CONSULTANT shall promptly refund the disallowed amount to the
16 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
17 from any payment due to the CONSULTANT.

18 **21.4** The CONSULTANT shall not provide partial delivery or shipment of
19 services or products unless specifically stated in the Agreement.

20 **21.5** The CONSULTANT shall comply with all applicable Federal, State and
21 local laws and regulations. The CONSULTANT will comply with all applicable COUNTY
22 policies and procedures. In the event that there is a conflict between the various laws
23 or regulations that may apply, the CONSULTANT shall comply with the more restrictive
24 law or regulation.

25 **21.6** The CONSULTANT shall comply with all requirements of the
26 Occupational Safety and Health Administration (OSHA) standards and CONSULTANT
27 as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
28

1 **21.7** This Agreement shall be governed by the laws of the State of California.
2 Any legal action related to the performance or interpretation of this Agreement shall be
3 filed only in the Superior Court of the State of California located in Riverside, California,
4 and the parties waive any provision of law providing for a change of venue to another
5 location. In the event any provision in this Agreement is held by a court of competent
6 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
7 nevertheless continue in full force without being impaired or invalidated in any way.

8 **21.8** This Agreement, including any attachments or exhibits, constitutes the
9 entire Agreement of the parties with respect to its subject matter and supersedes all
10 prior and contemporaneous representations, proposals, discussions and
11 communications, whether oral or in writing. This Agreement may be changed or
12 modified only by a written amendment signed by authorized representatives of both
13 parties. No oral understanding or agreement not incorporated herein shall be binding
14 on any of the parties hereto.

15 **21.9** If any project produces patentable items, patent rights, processes or
16 inventions in the course of work under a Department of Labor (DOL) grant or
17 agreement, the CONSULTANT shall report the fact promptly and fully to the COUNTY.
18 The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
19 agreement between the COUNTY and the DOL or its representative on these matters,
20 DOL shall determine whether to seek protection on the invention or discovery. DOL or
21 its representative shall determine how the rights in the invention or discovery, including
22 rights under any patent issued thereon, will be allocated and administered in order to
23 protect the public interest consistent with the following Patent Policy found at 29 CFR
24 95.36 and 29 CFR 97.34.

25 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
26 copyrighted material is developed in the course of or under this Agreement, the author
27 and the COUNTY which developed the work are free to copyright material or to permit
28 others to do so. The COUNTY and the Workforce Development Board shall have a

1 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
2 authorize other to use all copyrighted material.

3 **21.11** All original reports, preliminary findings, or data assembled or compiled
4 by CONSULTANT under this Agreement become the property of the COUNTY. The
5 COUNTY reserves the right to authorize others to use or reproduce such materials.
6 Therefore, such materials may not be circulated in whole or in part, nor released to the
7 public, without the direct authorization of the COUNTY.

8 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
9 this Agreement shall not be construed to be a waiver of any subsequent or other
10 breach of the same or of any other term thereof. Failure on the part of the COUNTY to
11 require exact, full and complete compliance with any terms of this Agreement shall not
12 be construed as in any manner changing the terms hereof or stopping COUNTY from
13 enforcement hereof.

14 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
15 Section 85.510 (Lower Tier). The CONSULTANT certifies that neither it nor its
16 principals are presently debarred, suspended, proposed for debarment, declared
17 ineligible, or voluntarily excluded from participation in this transaction by any Federal
18 department or agency. Where the CONSULTANT is unable to certify to any of the
19 statements in this certification, CONSULTANT shall attach an explanation to this
20 Agreement.

21 **21.14** The CONSULTANT shall assure that funds provided by this Agreement
22 must be used exclusively for activities that are authorized under WIOA. Co-mingling
23 and/or diverting of funds to support the activities of other programs are not authorized.
24 Documentation supporting expenditures will be kept on file at the CONSULTANT's
25 office and made available at all times for audit and monitoring purposes for a period of
26 no less than seven (7) years after the County makes final payment and all pending
27 matters are closed

28

1 **21.15** The CONSULTANT will comply with controls, recordkeeping and
2 accounting procedure requirements of WIOA, federal and state regulations and
3 directives to ensure the proper accounting for funds paid under this Agreement. At
4 such times and in such form, the COUNTY may require statements, records, reports,
5 data and information pertaining to this Agreement be maintained on file for purpose of
6 an audit or examination. Retention of all records for seven (7) years after the County
7 makes final payment and all other pending matters are closed, is required.

8 **21.16** The CONSULTANT shall establish and implement appropriate internal
9 management procedures to prevent fraud, abuse and criminal activity. Further, the
10 CONSULTANT shall establish a reporting process to ensure that the COUNTY is
11 notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
12 or any suspected or proven fraud, abuse or criminal acts committed by staff or
13 participants. If the allegation is of any emergency and/or fiscal nature, it shall be
14 reported to the COUNTY's Administration Unit at (951) 955-3100, and immediately
15 thereafter, a written report shall be submitted. Proof of such report will be maintained
16 in the CONSULTANT's file.

17 **21.17** Should the CONSULTANT fail to perform the services as outlined in
18 Exhibit "A" SCOPE OF SERVICE, the COUNTY and the CONSULTANT may meet and
19 discuss alternate compensation arrangements.

20 **21.18** CONSULTANT represents and warrants that Consultant is registered to
21 do business in the State of California with the California Secretary of State.

22 **21.19** All correspondence and notices required or contemplated by this
23 Agreement shall be delivered to the respective parties at the addresses set forth below
24 and are deemed submitted one (1) day after their deposit in the United States Mail,
25 postage prepaid.

26 County of Riverside, EDA/WDD
27 1325 Spruce Street, Suite 110
28 Riverside, CA 92507
 Attention: Heidi Marshall, Director of Workforce Development

MaryAnn Pranke Training & Consulting, Inc.
6410 Monero Drive
Rancho Palos Verdes, CA 90275
Attention: MaryAnn Pranke, President

22. Signatures

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division

CONSULTANT:

MaryAnn Pranke Training & Consulting, Inc., a private, for-profit corporation

By: _____
Heidi Marshall
Director of Workforce Development

By: _____
MaryAnn Pranke
President

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

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3 **A.** During the term of this Service Agreement for Regional Strategic Planning
4 Consulting entered into between CONSULTANT and COUNTY, CONSULTANT
5 will provide regional and local strategic workforce development planning services
6 to the IERWA as referenced in this professional services agreement. The
7 CONSULTANT will be responsible for researching, reviewing, recommending,
8 developing, authoring, energizing, and updating strategic workforce development
9 plans for IERWA and for the COUNTY WDB. The expectation is that each
10 strategic workforce development plan developed by CONSULTANT will align to
11 California's Strategic Workforce Development Plan and address new legislation
12 from the Workforce Innovation and Opportunity Act. CONSULTANT must ensure
13 that Regional Plan and Local Plan are on target with meeting state workforce
performance goals, while addressing the workforce needs of each local
economy. Plans must include community stakeholder and WIOA partner input,
consideration of local and regional labor markets, program and related data, and
must build upon current Riverside County and San Bernardino County efforts
with regard to WIOA youth programs, regional industry sector growth, and other
initiatives/programs.

14 **B.** CONSULTANT shall, at a local and regional level, research economic and labor
15 data; facilitate Stakeholder focus groups; and facilitate one-day retreats, with
16 IERWA and with the COUNTY WDB. CONSULTANT is expected to conduct
17 operator staff interviews; review services and customer flow; review partner
18 MOUs; and visit centers and satellites. CONSULTANT will, among other
services, use aforementioned retreats to conduct Environmental Scans and
SWOT Analysis and to develop strategic vision and goals.

19 **C.** CONSULTANT is expected to conduct a literary review of each agency's
20 historical data, understand the approved demand driven industries, and examine
21 and assist IERWA in development of renewed objectives and priorities for the
22 local area. CONSULTANT is expected to assist the IERWA with accomplishing
23 its goals as more specifically set forth in (i) COUNTY'S Request for Proposal
(RFP), Regional Strategic Planning Consultant/Firm, Performance Period April 1,
24 2016 – March 31, 2017, and (ii) CONSULTANT'S response to said RFP,
25 submitted to COUNTY on February 14, 2016.
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**EXHIBIT B
PAYMENT SCHEDULE**

Riverside County Local Plan

	Task/Activity	Deliverable(s)	Fixed Rate	Completion Date
1)	Research for Local Economic and Labor Data	PowerPoint Charts of Local Data	\$3,000	July 2016
2)	½ Day Focus Groups for Stakeholder Input: Business	Aggregated Results Report	\$2,250	July 2016
3)	½ Day Focus Groups for Stakeholder Input: Youth Service Providers	Aggregated Results Report	\$2,250	Aug 2016
4)	½ Day Focus Groups for Stakeholder Input: AJCC Partners	Aggregated Results Report	\$2,250	Aug 2016
5)	½ Day Focus Groups for Stakeholder Input: Customers	Aggregated Results Report	\$2,250	Sept 2016
6)	1 Day Interviews of AJCC Operator Staff to Review Services and Customer Flow; Review MOUs for Partner Services; Visit Centers/Satellites	Results Report	\$3,500	Sept 2016
7)	1 Day WDB Retreat to Conduct Environmental Scan & SWOT Analysis	Results Report	\$2,500	Sept 2016
8)	1 Day WDB Retreat to Develop Strategic Vision and Goals	Results Report	\$2,500	Oct 2016
9)	Complete Local Plan Document	Local Plan	\$30,000	Nov 2016
10)	Follow-up Report	Report	\$2,500	March 2017

Total Cost \$53,000

IERWA Regional Plan

	Task/Activity	Deliverable(s)	Fixed Rate	Completion Date
1)	Research for Regional Economic and Labor Data	PowerPoint Charts of Regional Data	\$3,000	July 2016
2)	1 Day WDB Retreat to Conduct Regional Environmental Scan & SWOT Analysis	Results Report	\$2,500	Aug 2016
3)	1 Day WDB Retreat to Develop Regional Strategic Vision and Goals	Results Report	\$2,500	Sept 2016
4)	1 Day Retreat with WDB, AJCC Staff, and Management to Plan Regional Coordinated Service Plan	Results Report	\$3,500	Oct 2016
5)	Complete Regional Plan Document	Regional Plan	\$30,000	Nov 2016
6)	Follow-up Report	Report	\$2,500	March 2017

Total Cost \$44,000

Total Overall Cost: \$97,000

**EXHIBIT C
INVOICE FORM**

CONSULTANT Name: MaryAnn Pranke Training & Consulting, Inc.

Mailing/Remittance Address: 6410 Monero Drive Rancho Palos Verdes, CA 90275

Invoice Number: XXXXXX

Payment Request for Services Rendered

Date	Deliverable	Cost
	[Items listed here MUST correspond to Task/Activity and Deliverable(s) sections of PAYMENT SCHEDULE.]	[Amount MUST correspond to Fixed Rate section of PAYMENT SCHEDULE.]
Total for this Invoice:		\$

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