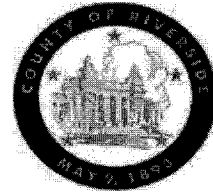


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.6**

MEETING DATE:

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

Tuesday, November 8, 2016

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of funding for a Business Process Improvement Service Consultant with Instructional Access Inc. /Rapid 3D MFG Inc. in Program Year 2016/17, All Districts, [\$50,000] 100% Workforce Development Rapid Response Federal funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an allocation of Title I Workforce Innovation and Opportunity Act (WIOA) Rapid Response Funds not to exceed an amount of \$50,000 to Instructional Access Inc. /Rapid 3D MFG Inc. to provide layoff aversion and business retention services to Riverside County businesses under the WIOA Rapid Response Program during the period of November 1, 2016 through June 30, 2017 for the Program Year 2016/17;


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 50,000	\$ 0	\$ 50,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Title I Workforce Innovation and Opportunity Act (WIOA) Rapid Response Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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: November 8, 2016
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

3-6

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

RECOMMENDED MOTION: Continued

2. Approve the attached form of Service Agreement for Business Process Improvement Consultant (Service Agreement) to be entered into between the County of Riverside and Instructional Access Inc./ Rapid 3D MFG Inc., for the period of November 1, 2016 through June 30, 2017, in the not to exceed total agreement amount of \$50,000; and
3. Authorize the Assistant County Executive Officer/EDA or designee to negotiate and execute an Agreement with Instructional Access Inc./Rapid 3D MFG Inc. conforming in form and substance with the attached Service Agreement, in connection with the provision of layoff aversion and business retention services to County of Riverside businesses and any subsequent amendments, provided the amount of the agreement is not increased above what was approved by the Board of Supervisors, and further provided that the contract and any amendments thereto are approved as to form by County Counsel.

BACKGROUND:

Summary

In support of the Workforce Development Board's Strategic Plan, the Economic Development Agency/Workforce Development Division released a Request for Proposal (RFP) on June 20, 2016 to procure Business Process Improvement Services for program year 2016/17. Business Process Improvement Services include assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development.

BACKGROUND:

Summary (continued)

Two proposals were received before the closing date on July 20, 2016. Upon reviewing the proposals, only one bidder was determined to meet the specifications in the RFP. The other bidder did not meet the minimum specifications as outlined in the RFP. The procurement was written to be valid for three program years 2016/18, with approval of additional one-year agreements based upon availability of continued Rapid Response funding and the performance of the consultant.

Instructional Access Inc. is recommended to provide business process improvement services consulting.

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

Proposed Consultant	Scope of Work	Total Cost
Instructional Access Inc./ Rapid 3D Manufacturing Consulting	<ul style="list-style-type: none">• Provide business process improvement and layoff aversion services to a minimum of 5 businesses• Document 50 retained jobs in one or more of the following sectors healthcare/logistics/Utilities & Renewable Energy/Construction	\$50,000
TOTAL AMOUNT NOT TO EXCEED		\$50,000

Impact on Residents and Businesses

When businesses close plants or lay off workers, the Business Solutions Team at Riverside County can provide immediate on-site services to assist workers facing job losses. Rapid Response provides early intervention assistance designed to transition workers to their next employment as soon as possible. Rapid Response services are tailored to each company, based on the needs of the affected employees.

SUPPLEMENTAL:

Additional Fiscal Information

In FY 2016/17 there will be \$50,000 in costs. No county costs will be incurred and no budget adjustment is required.

Contract History and Price Reasonableness

In support of the Workforce Development Board's Strategic Plan with regards to Rapid Response services, a Request for Proposal (RFP) was issued on September 28, 2015 to procure services for a Business Process Improvement Services Consultant in PY 2015/2016. In 2016, the WDB chose to release a new Business Process Improvement Services RFP to encourage the participation of additional consultants with their businesses located in Riverside County and the Inland Empire. On August 17, 2016, the WDB approved the funding recommendation for Instructional Access Inc. /Rapid 3D Manufacturing Consulting for a one-year agreement 2016/17.

The procurement provided up to \$50,000 in Rapid Response funds and Instructional Access Inc. proposed the services for \$50,000. The other bidder's proposal did not demonstrate the experience or the knowledge base to assist employers needing lay-off aversion services. Instructional Access Inc.'s cost was competitive and reasonable based upon their expertise, knowledge and demonstrated track record providing lay-off aversion services.

Attachment: Instructional Access Inc. /Rapid 3D Manufacturing Consulting Service Agreement

RF:JWW:HM:CH:LS:RS:HR 13362 2243MT

S:\WDC\DATA-ProgDev\OPERATIONS\ 2016-2017\BOS Form 11's\16-17 Business Process Improvement-Instructional Access Inc\16-17 Business Process Improvement Services Form-11-Instructional Access Inc.-Rapid 3D Manufacturing-Final.docx

Agreement Number: PY 2016/2017-501-502

SERVICE AGREEMENT

for

Business Process Improvement Consultant

Between

COUNTY OF RIVERSIDE

And

Instructional Access Inc.



Agreement Number: PY 2016/2017-501-502

1 This Service Agreement for Business Process Improvement Consultant
2 ("Agreement"), made and entered into this 1st day of November, 2016, by and
3 between Instructional Access Inc., a California Corporation, (herein referred to as the
4 "CONSULTANT") and the County of Riverside, a political subdivision of the State of
5 California, by and through its Economic Development Agency (EDA), Workforce
6 Development Division (WDD), (herein referred to as the "COUNTY").

7 **RECITALS**

8 WHEREAS, the COUNTY has entered into a grant agreement with the State of
9 California, hereinafter referred to as the "Grantor," pursuant to the Workforce
10 Innovation and Opportunity Act of 2014 (WIOA);

11 WHEREAS, WIOA gives responsibility for administering the Rapid Response
12 program to state and local workforce agencies such as the COUNTY, and state staff
13 directly provide Rapid Response services. WIOA funds are used to pay for Rapid
14 Response services;

15 WHEREAS, Rapid Response assistance is available to businesses affected by
16 economic expansion and/or declining industries;

17 WHEREAS, in connection with the Rapid Response program, the COUNTY
18 issued a Request for Proposal, Business Process Improvement Services, Program
19 Year 2016-2017 (RFP) on June 20, 2016 to solicit consultants to work with businesses
20 in Riverside County by providing business improvement strategies, such as lay-off
21 aversion, job retention services, strategic and financial business planning, quality
22 assurance, energy efficiency, IT systems and human resource development. The RFP
23 is incorporated herein by this reference;

24 WHEREAS, CONSULTANT responded to the RFP and based on
25 CONSULTANT'S prior experience with business improvement strategies, COUNTY
26 awarded CONSULTANT with an allocation of WIOA Rapid Response Funds; and
27
28

1 WHEREAS, County desires to contract with the CONSULTANT based on
2 CONSULTANT'S expertise, special skills, knowledge and experience in business
3 process improvement services, as more specifically set forth in the Agreement below.

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

7 **1. Description of Services**

8 1.1 The CONSULTANT shall provide business process improvement
9 services as outlined and specified in the SCOPE of SERVICE, attached hereto as
10 Exhibit "A" and incorporated by this reference, and the RFP, at the not to exceed fee
11 stated in Paragraph 3.1. The RFP and CONSULTANT'S response to the RFP
12 submitted on July 20, 2016 are each hereby incorporated herein by this reference.

13 1.2 The CONSULTANT represents that it has the experience, personnel,
14 equipment, and facilities necessary to fully and adequately perform under this Agreement
15 and the COUNTY relies upon this representation. The CONSULTANT shall perform to the
16 satisfaction of the COUNTY and in conformance to and consistent with the highest
17 standards of professional CONSULTANT'S in the same discipline in the State of California.

18 1.3 The CONSULTANT affirms that it is fully apprised of all of the work to be
19 performed under this Agreement; and the CONSULTANT agrees it can properly perform
20 this work at the fee stated in Paragraph 3.1. The CONSULTANT is not to perform services
21 or provide products outside of the Agreement, unless by written request by the COUNTY.

22 1.4 Acceptance by the COUNTY of CONSULTANT'S performance under this
23 Agreement does not operate as a release of the CONSULTANT'S responsibility for full
24 compliance with the terms of this Agreement.

25 **2. Due Date**

26 2.1 The CONSULTANT shall perform the scope of services for the COUNTY
27 in a timely manner and to COUNTY'S satisfaction, as more specifically set forth in
28 Exhibit A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit

1 "B" as incorporated herein by this reference as such services are necessary for the
2 provision of business process improvement services. This Agreement shall commence
3 on November 1, 2016 and expire on June 30, 2017, unless terminated earlier.

4 **3. Compensation**

5 **3.1** The COUNTY shall pay CONSULTANT for services performed, products
6 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A"
7 pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by
8 COUNTY to CONSULTANT shall not exceed Fifty Thousand Dollars (\$50,000),
9 including all expenses. The COUNTY is not responsible for any fees or costs incurred
10 above or beyond the contracted amount and shall have no obligation to purchase any
11 specified amount of services or products, unless agreed to by COUNTY in writing.

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

18 a) Each invoice shall contain a minimum of the following information:
19 invoice number and date; remittance address; itemization of the description of the work
20 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the
21 Invoice Form attached hereto as Exhibit "C".

22 b) In accordance with California Government CONSULTANT Section
23 926.10, COUNTY is not allowed to pay excess interest and late charges.

24 **3.3** The COUNTY obligation for payment of this Agreement beyond the
25 current fiscal year end is contingent upon and limited by the availability of the COUNTY
26 funding from which payment can be made. No legal liability on the part of the
27 COUNTY shall arise for payment beyond June 30 of each calendar year unless funds
28 are made available for such payment. In the event that such funds are not forthcoming

1 "B" as incorporated herein by this reference as such services are necessary for the
2 provision of business process improvement services. This Agreement shall commence
3 on October 1, 2016 and expire on June 30, 2017, unless terminated earlier.

4 **3. Compensation**

5 **3.1** The COUNTY shall pay CONSULTANT for services performed, products
6 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A"
7 pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by
8 COUNTY to CONSULTANT shall not exceed Fifty Thousand Dollars (\$50,000),
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19 invoice number and date; remittance address; itemization of the description of the work
20 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the
21 Invoice Form attached hereto as Exhibit "C".

22 b) In accordance with California Government CONSULTANT Section
23 926.10, COUNTY is not allowed to pay excess interest and late charges.

24 **3.3** The COUNTY obligation for payment of this Agreement beyond the
25 current fiscal year end is contingent upon and limited by the availability of the COUNTY
26 funding from which payment can be made. No legal liability on the part of the
27 COUNTY shall arise for payment beyond June 30 of each calendar year unless funds
28 are made available for such payment. In the event that such funds are not forthcoming

1 for any reason, the COUNTY shall immediately notify the CONSULTANT in writing; and
2 this Agreement shall be deemed terminated and have no further force and effect.

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

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

8 **5. Termination**

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

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

18 **5.3** After receipt of the notice of termination, the CONSULTANT shall:

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

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

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

28

1 **5.5** The CONSULTANT'S rights under this Agreement shall terminate (except
2 for fees accrued prior to the date of termination) upon dishonesty or a willful or material
3 breach of this Agreement by the CONSULTANT; or in the event of the
4 CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the
5 terms of this Agreement. In such event, the CONSULTANT shall not be entitled to any
6 further compensation under this Agreement.

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

10 **6. Ownership/Use of Contract Materials and Products**

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

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.
28

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 **8. Inspection of Services**

9 8.1 All performance shall be subject to inspection by the COUNTY. The
10 CONSULTANT shall provide adequate cooperation to the COUNTY representative to
11 permit him/her to determine the CONSULTANT'S conformity with the terms of this
12 Agreement. If any services performed or products provided by the CONSULTANT are
13 not in conformance with the terms of this Agreement, the COUNTY shall have the right
14 to require the CONSULTANT to perform the services or provide the products in
15 conformance with the terms of the Agreement at no additional cost to the COUNTY.
16 When the services to be performed or the products to be provided are of such nature
17 that the difference cannot be corrected, the COUNTY shall have the right to: (1)
18 require the CONSULTANT immediately to take all necessary steps to ensure future
19 performance in conformity with the terms of the Agreement; and/or (2) reduce the
20 Agreement price to reflect the reduced value of the services performed or products
21 provided. The COUNTY may also terminate this Agreement for default and charge to
22 the CONSULTANT any costs incurred by the COUNTY because of the
23 CONSULTANT'S failure to perform.

24 8.2 The CONSULTANT shall establish adequate procedures for self-
25 monitoring to ensure proper performance under this Agreement; and shall permit a
26 COUNTY representative to monitor, assess or evaluate the CONSULTANT'S
27 performance under this Agreement at any time upon reasonable notice to the
28 CONSULTANT.

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 **10. Subcontract for Work or Services**

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

21 **11. Disputes**

22 **11.1** The parties shall attempt to resolve any disputes amicably at the working
23 level. If that is not successful, the dispute shall be referred to the senior management
24 of the parties. Any dispute relating to this Agreement which is not resolved by the
25 parties shall be decided by the COUNTY'S Compliance Contract Officer who shall
26 furnish the decision in writing. The decision of the COUNTY'S Compliance Contract
27 Officer shall be final and conclusive unless determined by a court of competent
28 jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as

1 necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the
2 performance of this Agreement pending the resolution of a dispute.

3 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
4 shall be obligated to attend a mediation session in Riverside County before a neutral
5 third party mediator. A second mediation session shall be required if the first session is
6 not successful. The parties shall share the cost of the mediations. The parties shall
7 jointly select a mediator acceptable to the CONSULTANT and COUNTY. The
8 mediation shall take place in Riverside County. Each party shall be responsible for its
9 own legal fees and other expenses incident to the preparation for mediation. If the
10 dispute cannot be resolved by mediation, neither COUNTY nor CONSULTANT waives
11 their rights to bring the appropriate legal action in a court of competent jurisdiction
12 within the County of Riverside.

13 **12. Licensing and Permits**

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

24 **13. Non-Discrimination**

25 The CONSULTANT shall not be discriminate in the provision of services,
26 allocation of benefits, accommodation in facilities, or employment of personnel on the
27 basis of ethnic group identification, race, religious creed, color, national origin,
28 ancestry, physical handicap, medical condition, sexual orientation, marital status or sex

1 in the performance of this Agreement; and, to the extent they shall be found to be
2 applicable hereto, shall comply with the provisions of the California Fair Employment
3 Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal
4 Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42
5 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

6 The CONSULTANT agrees to comply with the Americans with Disabilities Act
7 (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of
8 disability, and all applicable federal and state laws and regulations, guidelines, and
9 interpretations issued hereto in the execution of the duties and responsibilities under
10 the Agreement.

11 **14. Record Retention and Documents**

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

21 **15. Confidentiality**

22 **15.1** The CONSULTANT shall not use for personal gain or make other
23 improper use of privileged or confidential information which is acquired in connection
24 with this Agreement. The term "privileged or confidential information" includes but is
25 not limited to: unpublished or sensitive technological or scientific information; medical,
26 personnel, or security records; anticipated material requirements or pricing/purchasing
27 actions; the COUNTY information or data which is not subject to public disclosure;
28

1 COUNTY operational procedures; and knowledge of selection of contractors,
2 subcontractors or suppliers in advance of official announcement.

3 **15.2** The CONSULTANT shall protect from unauthorized disclosure names
4 and other identifying information concerning persons receiving services pursuant to this
5 Agreement, except for general statistical information not identifying any person. The
6 CONSULTANT shall not use such information for any purpose other than carrying out
7 the CONSULTANT'S obligations under this Agreement. The CONSULTANT shall
8 promptly transmit to the COUNTY all third party requests for disclosure of such
9 information. The CONSULTANT shall not disclose, except as otherwise specifically
10 permitted by this Agreement or authorized in advance in writing by the COUNTY, any
11 such information to anyone other than the COUNTY. For purposes of this paragraph,
12 identity shall include, but not be limited to, name, identifying number, symbol, or other
13 identifying particular assigned to the individual, such as finger or voice print or a
14 photograph.

15 **16. Administration/Contract Liaison**

16 The Assistant County Executive Officer of the Economic Development
17 Agency/Workforce Development Division, or designee, shall administer this Agreement
18 on behalf of the COUNTY.

19 **17. Force Majeure**

20 If either party is unable to comply with any provision of this Agreement due to
21 causes beyond its reasonable control, and which could not have been reasonably
22 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
23 party shall not be held liable for such failure to comply, provided the other party
24 receives written notice of such force majeure event.

25 **18. EDD Reporting Requirements**

26 In order to comply with child support enforcement requirements of the State of
27 California, the COUNTY may be required to submit a Report of Independent
28 Consultant (s) form DE 542 to the Employment Development Department ("EDD").

Agreement Number: PY 2016/2017-501-502

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

15 **19. Hold Harmless/Indemnification**

16 **19.1** The CONSULTANT shall indemnify and hold harmless the County of
17 Riverside, its Agencies, Districts, Special Districts and Departments, The Workforce
18 Development Board (WDB) their respective directors, officers, Board of Supervisors,
19 elected and appointed officials, employees, agents and representatives (individually
20 and collectively hereinafter referred to as Indemnitees) from any liability whatsoever,
21 based or asserted upon any services of CONSULTANT, its officers, employees,
22 subcontractors, agents or representatives arising out of or in any way relating to this
23 Agreement, including but not limited to property damage, bodily injury, or death or any
24 other element of any kind or nature whatsoever arising from the performance of
25 CONSULTANT, its officers, employees, subcontractors, agents or representatives
26 Indemnitors from this Agreement. CONSULTANT shall defend, at its sole expense, all
27 costs and fees including, but not limited, to attorney fees, cost of investigation, defense
28 and settlements or awards, the Indemnitees in any claim or action based upon such

1 alleged acts or omissions.

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

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

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

14 In the event there is conflict between this clause and California Civil Code Section
15 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
16 interpretation shall not relieve the CONSULTANT from indemnifying the Indemnitees to
17 the fullest extent allowed by law.

18 **19.2** In the event there is conflict between this clause and California Civil
19 CONSULTANT Section 2782, this clause shall be interpreted to comply with Civil
20 CONSULTANT 2782. Such interpretation shall not relieve the CONSULTANT from
21 indemnifying the COUNTY to the fullest extent allowed by law.

22 **20. Insurance**

23 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or
24 hold the COUNTY harmless, the CONSULTANT shall procure and maintain or cause
25 to be maintained, at its sole cost and expense, the following insurance coverages
26 during the term of this Agreement:

27 **20.1 Workers' Compensation**

28

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

8 **20.2 Commercial General Liability**

9 Commercial General Liability insurance coverage, including but not limited to,
10 premises liability, contractual liability, products and completed operations liability,
11 personal and advertising injury covering claims which may arise from or out of the
12 CONSULTANT'S performance of its obligations hereunder. The Policy shall name all
13 Agencies, Consultants, Special Consultants, and Departments of the County of
14 Riverside, their respective directors, officers, Board of Supervisors, employees, elected
15 or appointed officials, agents or representatives as Additional Insureds. The Policy's
16 limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit.
17 If such insurance contains a general aggregate limit, it shall apply separately to this
18 agreement or be no less than two (2) times the occurrence limit.

19 **20.3 Vehicle Liability**

20 If the CONSULTANT'S vehicles or mobile equipment are used in the
21 performance of the obligations under this Agreement, then the CONSULTANT shall
22 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
23 amount not less than **\$1,000,000** per occurrence combined single limit. If such
24 insurance contains a general aggregate limit, it shall apply separately to this agreement
25 or be no less than two (2) times the occurrence limit. Policy shall name all Agencies,
26 Consultants, Special Consultants, and Departments of the County of Riverside, their
27 respective directors, officers, Board of Supervisors, employees, elected or appointed
28 officials, agents or representatives as Additional Insureds.

20.4 Professional Liability Insurance

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

20.5 General Insurance Provisions - All lines

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

b) The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY,

1 or 2) procure a bond which guarantees payment of losses and related investigations,
2 claims administration, and defense costs and expenses.

3 c) The CONSULTANT shall cause the CONSULTANT'S insurance carrier(s)
4 to furnish the County of Riverside with either 1) a properly executed original
5 Certificate(s) of Insurance and certified original copies of Endorsements effecting
6 coverage as required herein, or 2) if requested to do so orally or in writing by the
7 COUNTY Risk Manager, provide original Certified copies of policies including all
8 Endorsements and all attachments thereto, showing such insurance is in full force and
9 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant
10 of the insurance carrier(s) that thirty (30) days written notice shall be given to the
11 County of Riverside prior to any material modification, cancellation, expiration or
12 reduction in coverage of such insurance. In the event of a material modification,
13 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
14 forthwith, unless the County of Riverside receives, prior to such effective date, another
15 properly executed original Certificate of Insurance and original copies of endorsements
16 or certified original policies, including all endorsements and attachments thereto
17 evidencing coverage's set forth herein and the insurance required herein is in full force
18 and effect. The CONSULTANT ***shall not commence operations until the COUNTY***
19 ***has been furnished original Certificate (s) of Insurance and certified original***
20 ***copies of endorsements or policies of insurance including all endorsements and***
21 ***any and all other attachments as required in this Section. An individual***
22 ***authorized by the insurance carrier to do so on its behalf shall sign the original***
23 ***endorsements for each policy and the Certificate of Insurance.***

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

1 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
2 Agreement or any extension thereof, there is a material change in the scope of
3 services; or, there is a material change in the equipment to be used in the performance
4 of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves
5 the right to adjust the types of insurance required under this Agreement and the
6 monetary limits of liability for the insurance coverage's currently required herein, if; in
7 the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance
8 carried by CONSULTANT has become inadequate.

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

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

13 **21. General**

14 **21.1** The CONSULTANT shall not delegate or assign any interest in this
15 Agreement, whether by operation of law or otherwise, without the prior written consent
16 of COUNTY. Any assignment or purported assignment of this Agreement by
17 CONSULTANT without the prior written consent of COUNTY will be deemed void and
18 of no force or effect.

19 **21.2** Any waiver by the COUNTY of any breach of any one or more of the
20 terms of this Agreement shall not be construed to be a waiver of any subsequent or
21 other breach of the same or of any other term of this Agreement. Failure on the part of
22 the COUNTY to require exact, full and complete compliance with any terms of this
23 Agreement shall not be construed as in any manner changing the terms or preventing
24 the COUNTY from enforcement of the terms of this Agreement.

25 **21.3** In the event the CONSULTANT receives payment under this Agreement
26 which is later disallowed by the COUNTY for nonconformance with the terms of the
27 Agreement, the CONSULTANT shall promptly refund the disallowed amount to the
28

1 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
2 from any payment due to the CONSULTANT.

3 **21.4** The CONSULTANT shall not provide partial delivery or shipment of
4 services or products unless specifically stated in the Agreement.

5 **21.5** The CONSULTANT shall comply with all applicable Federal, State and
6 local laws and regulations. The CONSULTANT will comply with all applicable COUNTY
7 policies and procedures. In the event that there is a conflict between the various laws
8 or regulations that may apply, the CONSULTANT shall comply with the more restrictive
9 law or regulation.

10 **21.6** The CONSULTANT shall comply with all requirements of the
11 Occupational Safety and Health Administration (OSHA) standards and CONSULTANT
12 as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

13 **21.7** This Agreement shall be governed by the laws of the State of California.
14 Any legal action related to the performance or interpretation of this Agreement shall be
15 filed only in the Superior Court of the State of California located in Riverside, California,
16 and the parties waive any provision of law providing for a change of venue to another
17 location. In the event any provision in this Agreement is held by a court of competent
18 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
19 nevertheless continue in full force without being impaired or invalidated in any way.

20 **21.8** This Agreement, including any attachments or exhibits, constitutes the
21 entire Agreement of the parties with respect to its subject matter and supersedes all
22 prior and contemporaneous representations, proposals, discussions and
23 communications, whether oral or in writing. This Agreement may be changed or
24 modified only by a written amendment signed by authorized representatives of both
25 parties. No oral understanding or agreement not incorporated herein shall be binding
26 on any of the parties hereto.

27 **21.9** If any project produces patentable items, patent rights, processes or
28 inventions in the course of work under a Department of Labor (DOL) grant or

1 agreement, the CONSULTANT shall report the fact promptly and fully to the COUNTY.
2 The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
3 agreement between the COUNTY and the DOL or its representative on these matters,
4 DOL shall determine whether to seek protection on the invention or discovery. DOL or
5 its representative shall determine how the rights in the invention or discovery, including
6 rights under any patent issued thereon, will be allocated and administered in order to
7 protect the public interest consistent with the following Patent Policy found at 29 CFR
8 95.36 and 29 CFR 97.34.

9 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
10 copyrighted material is developed in the course of or under this Agreement, the author
11 and the COUNTY which developed the work are free to copyright material or to permit
12 others to do so. The COUNTY and the Workforce Development Board shall have a
13 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
14 authorize other to use all copyrighted material.

15 **21.11** All original reports, preliminary findings, or data assembled or compiled
16 by CONSULTANT under this Agreement become the property of the COUNTY. The
17 COUNTY reserves the right to authorize others to use or reproduce such materials.
18 Therefore, such materials may not be circulated in whole or in part, nor released to the
19 public, without the direct authorization of the COUNTY.

20 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
21 this Agreement shall not be construed to be a waiver of any subsequent or other
22 breach of the same or of any other term thereof. Failure on the part of the COUNTY to
23 require exact, full and complete compliance with any terms of this Agreement shall not
24 be construed as in any manner changing the terms hereof or stopping COUNTY from
25 enforcement hereof.

26 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
27 Section 85.510 (Lower Tier). The CONSULTANT certifies that neither it nor its
28 principals are presently debarred, suspended, proposed for debarment, declared

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1 ineligible, or voluntarily excluded from participation in this transaction by any Federal
2 department or agency. Where the CONSULTANT is unable to certify to any of the
3 statements in this certification, CONSULTANT shall attach an explanation to this
4 Agreement.

5 **21.14** The CONSULTANT shall assure that funds provided by this Agreement
6 must be used exclusively for activities that are authorized under WIOA. Co-mingling
7 and/or diverting of funds to support the activities of other programs are not authorized.
8 Documentation supporting expenditures will be kept on file at the CONSULTANT'S
9 office and made available at all times for audit and monitoring purposes for a period of
10 no less than seven (7) years after the COUNTY makes final payment and all pending
11 matters are closed

12 **21.15** The CONSULTANT will comply with controls, recordkeeping and
13 accounting procedure requirements of WIOA, federal and state regulations and
14 directives to ensure the proper accounting for funds paid under this Agreement. At
15 such times and in such form, the COUNTY may require statements, records, reports,
16 data and information pertaining to this Agreement be maintained on file for purpose of
17 an audit or examination. Retention of all records for seven (7) years after the County
18 makes final payment and all other pending matters are closed, is required.

19 **21.16** The CONSULTANT shall establish and implement appropriate internal
20 management procedures to prevent fraud, abuse and criminal activity. Further, the
21 CONSULTANT shall establish a reporting process to ensure that the COUNTY is
22 notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
23 or any suspected or proven fraud, abuse or criminal acts committed by staff or
24 participants. If the allegation is of any emergency and/or fiscal nature, it shall be
25 reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately
26 thereafter, a written report shall be submitted. Proof of such report will be maintained
27 in the CONSULTANT'S file.

28

1 **21.17** Should the CONSULTANT fail to perform the services as outlined in
2 Exhibit A, the COUNTY and the CONSULTANT will meet and confer to modify the
3 Scope of Services and compensation arrangements.

4 **21.18** CONSULTANT represents and warrants that CONSULTANT is registered
5 to do business in the State of California with the California Secretary of State.

6 **21.19** All correspondence and notices required or contemplated by this
7 Agreement shall be delivered to the respective parties at the addresses set forth below
8 and are deemed submitted one (1) day after their deposit in the United States Mail,
9 postage prepaid.

10		
11	County of Riverside Economic Development	Contractor; Instructional Access Inc.
12	Agency/Workforce Development Division	231 E. Alessandro Blvd., A305
13	1325 Spruce Street, Suite 110	Riverside, CA 92508-5084
14	Riverside, CA 92507	Attention: DeNae Reagins, M. Ed.
	Attention: Heidi Marshall,	President, CEO
	Director of Workforce Development	

15
16
17
18 [Remainder of Page Intentionally Blank]

19
20
21 [Signatures on Following Page]

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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 Division

CONSULTANT:

Instructional Access Inc.

By: _____
Heidi Marshall, Director of Workforce Development

By: _____
DeNae Reagins, M. Ed.
President, CEO

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

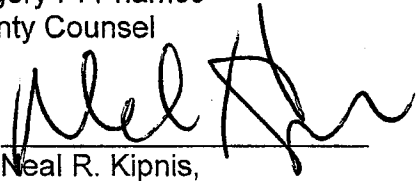
By: 
Neal R. Kipnis,
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for Business Process Improvement Consultant entered into between Instructional Access Inc., (CONSULTANT) and the County of Riverside (COUNTY), CONSULTANT shall assist businesses selected by the COUNTY located throughout the County, by providing business process improvement services including, but not limited to, assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development as more specifically set forth in (i) COUNTY'S Request for Proposal, Business Process Improvement Services, Program Year 2016-2017 (County RFP), and (ii) CONSULTANT'S written response to the COUNTY RFP, submitted to the COUNTY on July 20, 2016, each respectively incorporated herein by this reference (Business Process Improvement Services). The aforementioned services are aligned with and support the Riverside County Workforce Development Board's (WDB) Strategic Plan.

B. Business Types:

The CONSULTANT shall offer Business Process Improvement Services focused in the WDB referenced demand driven industry clusters as listed below and other industries considered as needed:

1. Healthcare Occupations-refers to the treatment and management of illness and the preservation of health through services offered by the medical, dental, complementary and alternative medicine, pharmaceutical, clinical laboratory sciences (in vitro diagnostics), nursing, and allied health professions. Health care embraces all the goods and services designed to promote health, including preventive, curative and palliative interventions, whether directed to individuals or populations.
2. Logistics -refers to the management and movement of the flow of goods, information and other resources, including energy and people between the point of origin and the point of consumption in order to meet requirements of consumers. Logistics involves the integration of information, transportation, inventory, warehousing, material-handling and packaging, and occasionally security.

1 3. Utilities and Renewable Energy. The Utilities sector comprises
2 establishments engaged in the provision of the following utility services:
3 electric power, natural gas, steam supply, water supply, and sewage
4 removal. Within this sector, the specific activities associated with the utility
5 services provided vary by utility: electric power includes generation,
6 transmission, and distribution; natural gas includes distribution; steam supply
7 includes provision and/or distribution; water supply includes treatment and
8 distribution; and sewage removal includes collection, treatment, and disposal
9 of waste through sewer systems and sewage treatment facilities.
10 Renewable Energy industries can be classified as those establishments that
11 commercialize renewable energy technologies. Any energy resource that is
12 naturally regenerated over a short time scale and derived directly from the
13 sun (such as thermal, photochemical and photoelectric), indirectly from the
14 sun (such as wind, hydropower, and photosynthetic energy stored in
15 biomass), or from other natural movements and mechanisms of the
16 environment (such as geothermal and tidal energy). Industries in the Utilities
17 subsector provide electric power, natural gas, steam supply, water supply,
18 and sewage removal through a permanent infrastructure of lines, mains, and
19 pipes. The Construction of Buildings subsector comprises establishments
20 primarily responsible for the construction of residential and nonresidential
21 buildings. The work performed may include new work, additions, alterations,
22 or maintenance and repairs.

23 4. Construction-The construction sector comprises establishments primarily
24 engaged in the construction of buildings or engineered projects (e.g.,
25 highways and utility systems). Establishments primarily engaged in the
26 preparation of sites for new construction and establishments primarily
27 engaged in subdividing land for sale as building sites also are included in
28 this sector. Construction work done may include new work, additions,
alterations, or maintenance and repairs. Activities of these establishments
generally are managed at a fixed place of business, but they usually perform
construction activities at multiple project sites. Production responsibilities for
establishments in this sector are usually specified in (1) contracts with the
owners of construction projects (prime contracts) or (2) contracts with other
construction establishments (subcontracts).

C. Geographic Location:

Services must be targeted to and provided to mutually agreed-upon
businesses by the COUNTY and located in the County of Riverside.

D. Regional Meetings:

The CONSULTANT from time to time as requested by the COUNTY shall
participate in industry cluster meetings in the region to learn about each cities'

demographics or share best practices with regards to industry standards or upcoming demand occupations.

E. Reports:

The CONSULTANT shall provide to the COUNTY quarterly written reports to the COUNTY Business Services Manager or his/her assistant on progress made with each business.

At minimum, the report must include the following:

- Type of business improvement service requested
- Business Analysis
- Business Evaluation
- Business assessment results
- Strategies being explored to assist the business regain economic growth or profitability
- Business improvement plan
- Projected time to turn business around or set them on the path to success
- Referrals made to other agencies for available business seminars
- Share best practices found in working with the business
- Any other information requested by the COUNTY

EXHIBIT B

PAYMENT SCHEDULE

Proposed Scope of work	Number of Businesses	Payment Milestones
Provide business process improvement services as set forth in the Service Agreement and Exhibit A to the Service Agreement	Minimum of 5 employers and 50 retained jobs	25% Approved intake form by County Project Manager
Cost will be individualized per business (size, solution). Minimum cost \$3,500, maximum cost \$10,000. Consultant shall provide monthly report to COUNTY (modified 122 report) confirming actual cost.		25% Plan approved by business
		50% Submission of close out documents
TOTAL NOT TO EXCEED		\$50,000

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EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

CONSULTANT Name:		
Mailing/Remittance Address:		
Invoice Number:		
Payment Request for Services Rendered		
Date	Deliverable	Cost
Total for this Invoice:		\$