

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



ITEM
3.33
(ID # 4651)

MEETING DATE:

Tuesday, July 25, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT: Regional Training Coordinator Program Year 2017/18, All
Districts, [\$43,348], 100% Title I Workforce Innovation and Opportunity Act
Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the recommendation to award an agreement to San Bernardino Community College District to provide Regional Training Coordinator services to Riverside and San Bernardino Workforce Development Boards identified collectively as the Inland Empire Regional Planning Unit (IERPU).

Continued on page 2

ACTION: Policy

A handwritten signature in black ink, appearing to read "Jeff Van Wagenen", is written over a horizontal line.

Jeff Van Wagenen, Managing Director EDA 7/13/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: EDA-Workforce Development

Kecia Harper-Ihem
Clerk of the Board

By: A handwritten signature in black ink, appearing to read "Kecia Harper-Ihem", is written over the text "By:".

Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Assistant County Executive Officer/EDA or designee to negotiate and execute an Agreement with San Bernardino Community College District conforming in form and substance with the attached Service Agreement, in connection with the provision of Regional Training Coordinator services to the Workforce Development Board (WDB), through the Economic Development Agency/Workforce Development Division on behalf of the IERPU 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; and
3. Approve the attached form of Service Agreement for Regional Training Coordinator services (Service Agreement) to be entered into between the County of Riverside and San Bernardino Community College District, for the period of July 26, 2017 through June 30, 2018, in the not to exceed total agreement amount of \$43,348.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$43,348	\$ 0	\$ 43,348	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Workforce Innovation and Opportunity Act Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 3, 2017, the WDB through EDA/WDD released a request for proposal requesting services of a Regional Training Coordinator to provide coordination and training for staff development and capacity building efforts to staff and partners in the IERPU. On June 26, 2017, the WDB Executive Committee approved the recommendation of services proposed by San Bernardino Community College District to be both responsive and responsible, and demonstrate the expertise needed to accomplish the goals as set forth by the IERPU.

Impact on Residents and Businesses

The IERPU will benefit from the regional approach of selecting a Regional Training Coordinator to coordinate staff development and capacity building efforts in the region. The WDBs' mission is to provide leadership to the workforce development system in Riverside and San Bernardino Counties by supporting economic development and talent management. The WDBs also support businesses, labor, education, and economic development to focus on community and

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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regional workforce issues; understanding current labor market and economic information and trends; bringing together regional systems to solve common problems, or broker new relationships with businesses and workers; advocating for the importance of workforce policy, providing perspective about the need for skilled workers and enhancing the region's ability to meet the workforce needs of local employers

SUPPLEMENTAL:

Additional Fiscal Information

EDAWDD is awarding San Bernardino Community College District a one-year agreement to provide services as proposed. No County costs will be incurred and no budget adjustment is required.


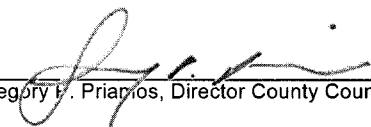
Contract History and Price Reasonableness

This is a new agreement with the community college and funding is provided through the state California Workforce Development Board using WIOA funds.

ATTACHMENT:

Service Agreement

RF:JW:HM:CH:HR MT 4651

 Rekini Dasika, Principal Management Analyst	7/17/2017	 Gregory L. Priamos, Director County Counsel	7/17/2017
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SERVICE AGREEMENT

For

Regional Training Coordinator (RTC)

Between

COUNTY OF RIVERSIDE

And

San Bernardino Community College District (SBCCD)



1 This Service Agreement for Regional Training Coordinator ("Agreement"), made
2 and entered into this 1st day of August, 2017, by and between San Bernardino
3 Community College District, under the California Community College's Chancellors
4 Office, (herein referred to as the: CONTRACTOR and the County of Riverside, a political
5 subdivision of the State of California, by and through its Economic Development Agency
6 (EDA), Workforce 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 Innovation
10 and Opportunity Act of 2014 (WIOA);

11 WHEREAS, WIOA gives responsibility for administering the program to state and
12 local workforce agencies such as the COUNTY, and the California Workforce
13 Development Board received a one-time WIOA 25% allocation to implement hiring of a
14 Regional Training Coordinator;

15 WHEREAS, the Regional Training Coordinator will provide coordination and
16 training for staff development and capacity building efforts to staff and partners in the
17 Inland Empire Regional Planning Unit (IERPU), comprised of the COUNTY and the San
18 Bernardino County Workforce Development Board, through its Workforce Development
19 Department;

20 WHEREAS, in connection with the Regional Training Coordinator, the COUNTY
21 issued a Request for Proposal, for a Regional Training Coordinator, Program Year 2017-
22 2018 (RFP) on April 3, 2017 to solicit CONTRACTOR'S to provide Regional Training
23 Coordinator services. The RFP is incorporated herein by this reference;

24 WHEREAS, CONTRACTOR responded to the RFP and based on
25 CONTRACTOR'S proposed services were determined to be both responsive and
26 responsible, and demonstrate the expertise and scope needed to accomplish the goals
27 as set forth by the IERPU, COUNTY awarded CONTRACTOR with an allocation of WIOA
28 25% funds to provide Regional Training Coordinator services; and

1 WHEREAS, County desires to contract with the CONTRACTOR based on
2 CONTRACTOR'S expertise, special skills, knowledge and ability to deliver Regional
3 Training Coordinator 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 CONTRACTOR hereby agree as follows:

7 **1. Description of Services**

8 **1.1** The CONTRACTOR shall provide Regional Training Provider services as
9 outlined and specified in the SCOPE of SERVICE, attached hereto as Exhibit "A" and
10 incorporated by this reference, and the RFP, at the not to exceed fee stated in Paragraph
11 3.1. The RFP and CONTRACTOR'S response to the RFP submitted on May, 16, 2017
12 are each hereby incorporated herein by this reference.

13 **1.2** The CONTRACTOR 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 CONTRACTOR shall perform to the
16 satisfaction of the COUNTY and in conformance to and consistent with the highest standards
17 of professional CONTRACTOR'S in the same discipline in the State of California.

18 **1.3** The CONTRACTOR affirms that it is fully apprised of all of the work to be
19 performed under this Agreement; and the CONTRACTOR agrees it can properly perform
20 this work at the fee stated in Paragraph 3.1. The CONTRACTOR 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 CONTRACTOR'S performance under this
23 Agreement does not operate as a release of the CONTRACTOR'S responsibility for full
24 compliance with the terms of this Agreement.

25 **2. Due Date**

26 **2.1** The CONTRACTOR 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 Exhibit
28 A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit "B" as

incorporated herein by this reference as such services are necessary for the provision of Regional Training Coordinator services. This Agreement shall commence on August 1, 2017 and expire on June 30, 2018, unless terminated earlier.

3. Compensation

3.1 The COUNTY shall pay CONTRACTOR for services performed, products provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A" pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by COUNTY to CONTRACTOR shall not exceed Forty-Three Thousand Three-Hundred Forty Eight Dollars (\$43,348), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by COUNTY in writing.

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

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

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

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of the COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made

1 available for such payment. In the event that such funds are not forthcoming for any
2 reason, the COUNTY shall immediately notify the CONTRACTOR in writing; and this
3 Agreement shall be deemed terminated and have no further force and effect.

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

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

9 **5. Termination**

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

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

19 **5.3** After receipt of the notice of termination, the CONTRACTOR shall:

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

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

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

1 **5.5** The CONTRACTOR'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 CONTRACTOR; or in the event of the CONTRACTOR'S
4 unwillingness or inability for any reason whatsoever to perform the terms of this
5 Agreement. In such event, the CONTRACTOR shall not be entitled to any further
6 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 this
9 Agreement.

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

11 The CONTRACTOR agrees that all materials, reports or products in any form,
12 including electronic, created by the CONTRACTOR for which the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR**

20 **7.1** The CONTRACTOR 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 CONTRACTOR'S performance under this Agreement. The CONTRACTOR further
24 covenants that no person or subcontractor having any such interest shall be employed
25 or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to
26 inform the COUNTY of all CONTRACTOR'S interests, if any, which are or may be
27 perceived as incompatible with the COUNTY'S interests.
28

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

6 **7.3** The CONTRACTOR 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 CONTRACTOR shall provide adequate cooperation to the COUNTY representative to
11 permit him/her to determine the CONTRACTOR'S conformity with the terms of this
12 Agreement. If any services performed or products provided by the CONTRACTOR are
13 not in conformance with the terms of this Agreement, the COUNTY shall have the right
14 to require the CONTRACTOR 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) require
18 the CONTRACTOR 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 CONTRACTOR any costs incurred by the COUNTY because of the
23 CONTRACTOR'S failure to perform.

24 **8.2** The CONTRACTOR 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 CONTRACTOR'S
27 performance under this Agreement at any time upon reasonable notice to the
28 CONTRACTOR.

1 **9. Independent Contractor**

2 The CONTRACTOR 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 CONTRACTOR (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 be
8 no employer-employee relationship between the parties; and the CONTRACTOR shall
9 hold the COUNTY harmless from any and all claims that may be made against the
10 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 CONTRACTOR 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 CONTRACTOR 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 of
19 employment between the CONTRACTOR 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 of
24 the parties. Any dispute relating to this Agreement which is not resolved by the parties
25 shall be decided by the COUNTY'S Compliance Contract Officer who shall furnish the
26 decision in writing. The decision of the COUNTY'S Compliance Contract Officer shall
27 be final and conclusive unless determined by a court of competent jurisdiction to have
28 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply

1 bad faith. The CONTRACTOR shall proceed diligently with the performance of this
2 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 CONTRACTOR and COUNTY. The mediation
8 shall take place in Riverside County. Each party shall be responsible for its own legal
9 fees and other expenses incident to the preparation for mediation. If the dispute cannot
10 be resolved by mediation, neither COUNTY nor CONTRACTOR waives their rights to
11 bring the appropriate legal action in a court of competent jurisdiction within the County
12 of Riverside.

13 **12. Licensing and Permits**

14 The CONTRACTOR 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 CONTRACTOR. All licensing requirements shall be met at the time
17 proposals are submitted to the COUNTY. The CONTRACTOR warrants that it has all
18 necessary permits, approvals, certificates, waivers and exemptions necessary for
19 performance of this Agreement as required by the laws and regulations of the United
20 States, the State of California, the County of Riverside and all other governmental
21 agencies with jurisdiction, and shall maintain these throughout the term of this
22 Agreement relative to the Scope of Services to be performed under Exhibit A, and that
23 service(s) will be performed by properly trained and licensed staff.

24 **13. Non-Discrimination**

25 The CONTRACTOR 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, ancestry,
28 physical handicap, medical condition, sexual orientation, marital status or sex in the

performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

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

14. Record Retention and Documents

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

15. Confidentiality

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

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

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

16. Administration/Contract Liaison

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

17. Force Majeure

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

18. EDD Reporting Requirements

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

Agreement Number: PY2017/2018-201-501- RTC-SBCCD

1 The CONTRACTOR 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 CONTRACTOR
5 to timely submit the data and/or certificates required may result in the contract being
6 awarded to another CONTRACTOR. In the event a contract has been issued, failure of
7 the CONTRACTOR 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 CONTRACTOR has any questions concerning this reporting
11 requirement, please call (916) 657-0529. The CONTRACTOR 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** CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its
17 departments, agencies and districts, including their officers, employees and agents
18 (collectively "County Indemnitees"), from any liability, damage, claim or action based
19 upon or related to any services or work of the CONTRACTOR (including its officers,
20 employees, agents, subcontractors or suppliers) arising out of or in any way relating to
21 this Agreement, including but not limited to property damage, bodily injury or death.
22 CONTRACTOR shall, at its sole expense and cost (including but not limited to attorney
23 fees, cost of investigation, defense and settlements or awards), defend County
24 Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the
25 right to use counsel of their choice, subject to the approval of COUNTY which shall not
26 be unreasonably withheld; and shall have the right to adjust, settle, or compromise any
27 such claim or action so long as that does not compromise CONTRACTOR's
28 indemnification obligation. The insurance requirements stated in this Agreement shall in

no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless COUNTY."

20. Insurance

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

20.1 Workers' Compensation

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

20.2 Commercial General Liability

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

20.3 Vehicle Liability

If the CONTRACTOR'S vehicles or mobile equipment are used in the

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

20.4 Professional Liability Insurance

The CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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.

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

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

other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

21. General

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

21.2 Any waiver by the COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or

1 other breach of the same or of any other term of this Agreement. Failure on the part of
2 the COUNTY to require exact, full and complete compliance with any terms of this
3 Agreement shall not be construed as in any manner changing the terms or preventing
4 the COUNTY from enforcement of the terms of this Agreement.

5 **21.3** In the event the CONTRACTOR receives payment under this Agreement
6 which is later disallowed by the COUNTY for nonconformance with the terms of the
7 Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the
8 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
9 from any payment due to the CONTRACTOR.

10 **21.4** The CONTRACTOR shall not provide partial delivery or shipment of
11 services or products unless specifically stated in the Agreement.

12 **21.5** The CONTRACTOR shall comply with all applicable Federal, State and
13 local laws and regulations. The CONTRACTOR will comply with all applicable
14 COUNTY policies and procedures. In the event that there is a conflict between the
15 various laws or regulations that may apply, the CONTRACTOR shall comply with the
16 more restrictive law or regulation.

17 **21.6** The CONTRACTOR shall comply with all requirements of the
18 Occupational Safety and Health Administration (OSHA) standards and CONTRACTOR
19 as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20 **21.7** This Agreement shall be governed by the laws of the State of California.
21 Any legal action related to the performance or interpretation of this Agreement shall be
22 filed only in the Superior Court of the State of California located in Riverside, California,
23 and the parties waive any provision of law providing for a change of venue to another
24 location. In the event any provision in this Agreement is held by a court of competent
25 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
26 nevertheless continue in full force without being impaired or invalidated in any way.

27 **21.8** This Agreement, including any attachments or exhibits, constitutes the
28 entire Agreement of the parties with respect to its subject matter and supersedes all

1 prior and contemporaneous representations, proposals, discussions and
2 communications, whether oral or in writing. This Agreement may be changed or
3 modified only by a written amendment signed by authorized representatives of both
4 parties. No oral understanding or agreement not incorporated herein shall be binding
5 on any of the parties hereto.

6 **21.9** If any project produces patentable items, patent rights, processes or
7 inventions in the course of work under a Department of Labor (DOL) grant or
8 agreement, the CONTRACTOR shall report the fact promptly and fully to the COUNTY.
9 The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
10 agreement between the COUNTY and the DOL or its representative on these matters,
11 DOL shall determine whether to seek protection on the invention or discovery. DOL or
12 its representative shall determine how the rights in the invention or discovery, including
13 rights under any patent issued thereon, will be allocated and administered in order to
14 protect the public interest consistent with the following Patent Policy found at 29 CFR
15 95.36 and 29 CFR 97.34.

16 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
17 copyrighted material is developed in the course of or under this Agreement, the author
18 and the COUNTY which developed the work are free to copyright material or to permit
19 others to do so. The COUNTY and the Workforce Development Board shall have a
20 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
21 authorize other to use all copyrighted material.

22 **21.11** All original reports, preliminary findings, or data assembled or compiled
23 by CONTRACTOR under this Agreement become the property of the COUNTY. The
24 COUNTY reserves the right to authorize others to use or reproduce such materials.
25 Therefore, such materials may not be circulated in whole or in part, nor released to the
26 public, without the direct authorization of the COUNTY.

27 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
28 this Agreement shall not be construed to be a waiver of any subsequent or other

1 breach of the same or of any other term thereof. Failure on the part of the COUNTY to
2 require exact, full and complete compliance with any terms of this Agreement shall not
3 be construed as in any manner changing the terms hereof or stopping COUNTY from
4 enforcement hereof.

5 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
6 Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its
7 principals are presently debarred, suspended, proposed for debarment, declared
8 ineligible, or voluntarily excluded from participation in this transaction by any Federal
9 department or agency. Where the CONTRACTOR is unable to certify to any of the
10 statements in this certification, CONTRACTOR shall attach an explanation to this
11 Agreement.

12 **21.14** The CONTRACTOR shall assure that funds provided by this Agreement
13 must be used exclusively for activities that are authorized under WIOA. Co-mingling
14 and/or diverting of funds to support the activities of other programs are not authorized.
15 Documentation supporting expenditures will be kept on file at the CONTRACTOR'S
16 office and made available at all times for audit and monitoring purposes for a period of
17 no less than seven (7) years after the COUNTY makes final payment and all pending
18 matters are closed

19 **21.15** The CONTRACTOR will comply with controls, recordkeeping and
20 accounting procedure requirements of WIOA, federal and state regulations and
21 directives to ensure the proper accounting for funds paid under this Agreement. At
22 such times and in such form, the COUNTY may require statements, records, reports,
23 data and information pertaining to this Agreement be maintained on file for purpose of
24 an audit or examination. Retention of all records for seven (7) years after the County
25 makes final payment and all other pending matters are closed, is required.

26 **21.16** The CONTRACTOR shall establish and implement appropriate internal
27 management procedures to prevent fraud, abuse and criminal activity. Further, the
28 CONTRACTOR shall establish a reporting process to ensure that the COUNTY is

1 notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
2 or any suspected or proven fraud, abuse or criminal acts committed by staff or
3 participants. If the allegation is of any emergency and/or fiscal nature, it shall be
4 reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately
5 thereafter, a written report shall be submitted. Proof of such report will be maintained
6 in the CONTRACTOR'S file.

7 **21.17** Should the CONTRACTOR fail to perform the services as outlined in
8 Exhibit A, the COUNTY and the CONTRACTOR will meet and confer to modify the
9 Scope of Services and compensation arrangements.

10 **21.18** CONTRACTOR represents and warrants that CONTRACTOR is
11 registered to do business in the State of California with the California Secretary of
12 State.

13 **21.19** All correspondence and notices required or contemplated by this
14 Agreement shall be delivered to the respective parties at the addresses set forth below
15 and are deemed submitted one (1) day after their deposit in the United States Mail,
16 postage prepaid.

17
18 County of Riverside Economic
19 Development Agency/Workforce
20 Development Division
21 1325 Spruce Street, Suite 110
22 Riverside, CA 92507
23 Attention: Heidi Marshall,
24 Director of Workforce Development

CONTRACTOR; San Bernardino
Community College District
114 S. Del Rosa Drive
San Bernardino, CA 92408
Attention: Steven J. Sutorus, Business
Manager

25 [Remainder of Page Intentionally Blank]

26
27
28 [Signatures on Following Page]

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

CONTRACTOR:

San Bernardino Community College District, through the California Community College's Chancellors Office, by and through the Professional Development Center/Economic Development & Corporate Training

By: _____
Heidi Marshall, Director of Workforce Development

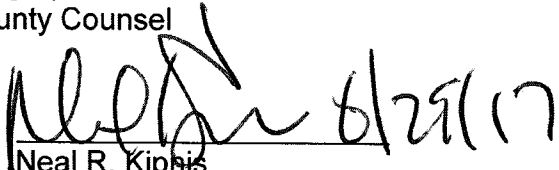
Dated: _____

By: _____
Steven J. Sutorus, Business Manager

Dated: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:  6/29/17
Neal R. Kipnis,
Deputy County Counsel

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EXHIBIT A

SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for Regional Training Coordinator services, entered into between San Bernardino Community College District (CONTRACTOR) and the County of Riverside (COUNTY), CONTRACTOR shall provide coordination and training for staff development and capacity building efforts to staff and partners in the Inland Empire Regional Planning Unit (IERPU), comprised of the COUNTY and the San Bernardino County Workforce Development Board, through its Workforce Development Department (SBCWDB) and Riverside County's Workforce Development Board (RCWDB); In accordance with COUNTY'S RFP, released on April 3, 2017, respectively incorporated herein by this reference (Regional Training Coordinator). The aforementioned services are aligned with and support the IERPU.

CONTRACTOR will ensure that all activities, services, and products specified in the Scope of Services are carried out within the term of this agreement, which may be amended from time to time. While the RFP indicates that the contract period may be extended for up to two (2) additional years, CONTRACTOR plans, at a minimum, to achieve the following during the initial contract period:

Timeline:

<i>Deliverable/Activity</i>	<i>Target Completion Date</i>
1. Initiate project via kick-off meeting with IERPU leadership team.	8/17
2. Review survey results to determine if additional surveys need to be completed. Determine if information collected about staff development and training goals, strategies and resources, is adequate to schedule first quarter training, including review of regional and local workforce development plans. Determine local priority of training.	9/17
3. Review and update the Regional Training Plan as needed, stage training as appropriate for each audience for the first quarter using tools and strategies reviewed with and vetted with regional/local leadership and CWA representatives.	10/17
4. Provide report summaries for additional survey and interview results completed.	11/17
5. Develop recommendations for Regional Baseline Skill Standards as assigned, vet with IERPU leadership, and share with state-level agencies.	1/18
6. Develop strategies and processes for managing training logistics, activities, and accomplishments, including a regional dashboard; vet these with the IERPU leadership; and recommend them to state-level agencies.	1/18

7. Develop and implement a quarterly process to review and report progress of training and professional development activities.	2/18
8. Coordinate logistics for training and professional development activities according to the Regional Training Plan throughout Riverside and San Bernardino counties, in consultation with CWA to procure their California Training Institute consultants/trainers.	2/18
9. Determine the most effective training delivery and priority of subject matter in consultation with the IERPU region (web-based, in-person, by audience). Provide a training schedule for the first quarter and subsequent quarters in consultation with the IERPU.	2/18
10. Organize and participate in meetings, conference calls, and Web-based communications for IERPU local boards, job centers, and stakeholders.	2/18
11. Attend statewide meetings (as scheduled).	2/18
12. Function as liaison between the region/local areas and state agencies and their representatives.	2/18
13. Provide quarterly reports to regional leadership and, as directed, designated staff and stakeholders.	Through out the Project

A. Contractor shall: fulfill the role of RTC for the IERPU through engagement in activities and the development of work products in six (6) key areas:

1. Update the Regional Training Needs Assessment to include detail about the components of training to be provided each quarter;
2. Coordinate Training and Professional Development in consultation with the IERPU, SBCWDB and RCWDB and CWA
3. Implement and adjust as necessary the Regional Training Plan
4. Develop Regional Baseline Skill Standards and Management of Training Logistics
5. Serve as Training Liaison between the Region and State-Level Agencies; and
6. Track Progress, Conducting Analysis and Reporting Outcomes

Following is a summary of strategies; activities, and content associated with each of our proposed RTC deliverables.

1. Training Needs Assessment:

CONTRACTOR will coordinate meeting(s) with IERPU leadership staff to discuss assessment of the training needs of workforce development professionals and those of allied stakeholders in IERPU communities and an assessment of resources to address them.

With guidance from CWA, CONTRACTOR will perform a Training Needs Assessment to assess skills/knowledge, examine the availability of professional development and training resources, and determine where gaps exist. In

accordance with the vision of IERPU leadership, the assessment will, at a minimum, examine:

- Knowledge about demand industries in the Inland Empire region
- WIOA performance information and knowledge
- Use of industry knowledge in support of the goals and objectives of job-seekers and businesses (including those in priority sectors)
- Current technology supporting workforce development, including, but not limited to, CalJOBS, social media, and Web-based resources
- Information concerning each local area's processes for the delivery of training leading to the award of industry-recognized credentials, licensing, or certificates
- Business Services staff knowledge and skill gaps
- Career Services staff knowledge and skill gaps

The assessment will be expanded to address other topics and issues. Following are key elements of CONTRACTOR'S planned approach to conducting the Training Needs Assessment: Following are key elements of CONTRACTOR'S planned approach to conducting the Training Needs Assessment:

Research and Familiarization with the Local Landscape: CONTRACTOR will review, research and become familiar with the Local Landscape information about the overall workforce development service delivery structure in the IERPU. CONTRACTOR will complete a comprehensive review of regional and local workforce development plans submitted to the CWDB.

Initial Meeting with IERPU Leadership: Prior to initiating the Regional Training Plan, CONTRACTOR will meet with regional workforce leaders to gather additional background data and obtain input on priorities for regional training to supplement or add to the Regional Training Plan. Such information may include topics that hold the greatest urgency for the system, areas where gaps have previously been identified, and ideas concerning training locations, schedules, and logistics. In addition, CONTRACTOR will use initial meeting(s) to gather information about the range of organizations and individuals to be interviewed and surveyed as part of the needs assessment process.

Stakeholder Interviews: Based on guidance from IERPU leaders and CWA, CONTRACTOR may conduct one-on-one interviews with key individuals from the WDBs, the one-stop system, and the WIOA youth system and partner organizations within to determine more specific and relevant trainings. Interviews will follow a standard format, but may be customized by stakeholder discipline (e.g. workforce development, education, economic development). Interviews will be conducted through a combination of in-person and telephone contacts.

Surveys: To cast a wider net in terms of regional input, CONTRACTOR will also use surveys to seek input from the local WDB leaders as to the most effective format for surveys.

1 **Cross-Sharing of Information on Approach to Assessment:** CONTRACTOR
2 will use guidance from CWA and state agencies with regard to the format and
3 content of CONTRACTOR'S assessment process. At the same time,
4 CONTRACTOR will share assessment plans and strategies with state partners.
5 CONTRACTOR believes that by regularly sharing information between the
6 regional and state levels, assessments of training needs in the Inland Empire and
7 other areas of the state can be made more effective.

8 **Report on Assessment Results:** Following completion of interviews and surveys,
9 CONTRACTOR will prepare a written summary of all survey and interview results.
10 This will include a tabulation and summary of survey responses, themes, and
11 priorities identified during interviews, and recommendations based on our findings.
12 Among strategies described in the report will be baseline skill standards for
13 workforce professionals and content for presentation on a performance
14 "dashboard" for tracking and reporting on regional training activities and results.

15 **B. Coordination of Training and Professional Development**

16 Coordination of training and professional development will require organization of
17 meaningful learning activities for the Region's board members, board staff, direct
18 services staff, partner leadership and line staff, and community stakeholders. The
19 CWA, in collaboration with State WDB and EDD representatives, has, from a statewide
20 perspective, already begun the process of examining promising features and strategies
21 for coordination of training and professional development for the workforce system.
22 To date, based on conversations that have included regional and local workforce
23 representatives, a series of recommendations has been shared with the workforce
24 system, including:

25 To date, based on conversations that have included regional and local workforce
26 representatives, a series of recommendations has been shared with the workforce
27 system, including:

- 28 • Technical assistance should be part of the training that is available to regions and local areas
- Training in some topics, given their ubiquitous importance, will be offered by CWA (in partnership with CWDB and state-level partners) in large sessions at central locations (i.e. Northern, Central, and Southern California) in which participants from multiple regions and local areas will be invited to participate. CWA is planning to offer training in the following topics of common interest: WIOA performance; business engagement and services; services to individuals with disabilities; collaboration on infrastructure projects; and one-stop certification
- Common standards shall apply to quality control for the development of staff/partner training
- Common standards shall be set for tracking and evaluating regional training activities
- Competency standards shall be developed for regional workforce development

1 system training

2 The foregoing recommendations, both in their current draft form and once finalized, will
3 be coupled with regional/local intelligence from the Inland Empire (including
4 assessment results) to determine the precise training and professional development
5 services that will be provided in the region, along with the format(s) and structure of
6 their delivery. This information will be communicated via a Regional Training Plan as
7 described below.

8 **C. Development of the IERPU Regional Training Report**

9 Using the Regional Training Plan submitted to the state by the IERPU and the needs
10 assessment (surveys and interviews), CONTRACTOR will develop a report that
11 specifies information and skills required by the regional workforce system, topics to be
12 addressed, training availability, and content. The Report will include a timeline for roll-
13 out of training to IERPU system staff, contractors, and partners. While much of the
14 training that will likely be needed will be available through CWA, CONTRACTOR will
15 develop a "scope of work" for the region's procurement of additional training, if
16 necessary.

17 If the IERPU does procure additional training, CONTRACTOR this will share this
18 information with CWA so the association may consider including the provider and
19 content among its offerings.

20 ***Principal Elements of the Regional Training Report.*** The CONTRACTOR will
21 prepare an attachment of the Regional Training Report, call the Regional Training Plan
22 Report to be organized as follows:

- 23 • Knowledge, Information, and Skills Required for Workforce Professionals
- 24 • Available Training Programs/Workshops
- 25 • Training Schedule and Deployment
- 26 • Tracking, Recording, and Reporting Skills Development

27 **Competencies/Skill Outcomes:** CWA and the state partners are currently floating
28 potential strategies for competency attainment. Whether the IERPU leadership adopts
state approaches verbatim or works with CONTRACTOR to develop strategies that
also incorporate unique regional/local elements, the Regional Training Report will
enumerate the competencies and skill outcomes sought for system professionals and
partners.

Training Topics/Subjects: All training and locally-procured content will be listed in
the training plan, as will information about the correlation of various training sessions
to competency standards.

Logistics/Approach: The Regional Training Plan will generally describe the process
for training delivery coordination, including training modalities (e.g. workshops, on-
line), selecting training locations, scheduling, and more.

1 **Tracking and Reporting Outcomes:** As described below, tracking and reporting
2 training outcomes is crucial to determining training value and trainee satisfaction. This
3 activity will be summarized within the training plan.

3 **D. Development of Baseline Skill Standards and Management of Training
4 Logistics (Dashboard)**

4 An additional outcome of the initial needs assessment will be the establishment of
5 baseline skills standards for workforce professionals. These will be incorporated in
6 the Regional Training Report and a dashboard will be developed to view progress
7 against their attainment. The CONTRACTOR will manage and coordinate all
8 logistics pertaining to delivery of training throughout the region.

8 **Coordinating Logistics:** As expressed throughout this narrative, coordinating the
9 delivery of training, including topics/content, trainers, training locations, schedules,
10 and determination/selection of training modalities will all be central features of the
11 Regional Training Coordinator role.

11 **Develop Recommendations for Regional Baseline Skill Standards:** CWA is
12 promoting a structure under which each of the key training topics identified through
13 the assessment process would have a corresponding set of baseline competencies.
14 Ultimately, these competencies are likely to be adopted on a statewide basis;
15 therefore, as part of CONTRACTORS Report on Assessment Results, the
16 CONTRACTOR will suggest skills that reflect the input it receives. CONTRACTOR
17 will vet recommendations on regional baseline skills standards with IERPU leaders
18 and share said recommendations with CWA and state-level agencies, including EDD
19 and the CWDB.

17 **Develop Strategies and Processes for Managing Training Logistics, Activities and
18 Accomplishments, Including a Regional Dashboard:** The state is leading efforts to
19 ensure that regional training initiatives develop and maintain systems for tracking and
20 reporting activities and accomplishments. Across workforce regions in California,
21 there is broad consensus that a dashboard must be in place to summarize training
22 and outcomes. Working with IERPU leadership, partners, and state-level allies, the
23 RTC Team will develop and implement a dashboard that includes:

- 22 • Information on training offered – content, logistics, and number of trainees
- 23 • Outcomes achieved and competency attainment in accordance with skill
24 standards
- 24 • Satisfaction ratings reflecting input from training participants, and employers
- 25 • Information on system development, including improvements, changes, and
26 identification of promising practices

26 CONTRACTOR will discuss recommendations with IERPU leadership, and
27 subsequently, recommend them to state-level agencies.
28

E. Serving as Training Liaison between the Region and State-Level Agencies

The CONTRACTOR will serve as liaisons with state-level officials regarding the Regional Training Plan and coordination with statewide training objectives for the workforce development delivery system. This will include organizing regional meetings and participation in statewide gatherings of those involved in regional training.

Attend Statewide Regional Training Coordinator Meetings (as scheduled): The state partners, led by representatives of CWA and the CWDB, have begun to convene regional and local workforce representatives on topics related to training for the workforce system. CONTRACTOR will attend CWA/CWDB meetings on behalf of the IERPU as assigned.

Organize Meetings, Conference Calls and Web-Based Communications for IERPU Local Boards and Stakeholders: As indicated above, one of the major emerging themes of the statewide RTC initiative is the role of the RTC as technical assistance provider and manager of regional training logistics. In furtherance of this objective, the CONTRACTOR will organize meetings among IERPU stakeholders, including in-person gatherings, conference calls and Webinars, along with other Web-based gatherings/communication session; a schedule for such sessions will be embedded into the Regional Training Report. Additional stakeholder gatherings/communication sessions may be organized ad-hoc to reflect evolving needs and circumstances.

Function as Liaison between The Region and Local Areas and State Agencies/Representatives: As indicated above, system training in the IERPU will be developed and occur in the context of California's broader statewide training initiative. Therefore, communication between CONTRACTOR and representatives of the statewide system are expected to take place frequently. The information obtained through such communications will be essential to the development and roll-out of training across the region. CONTRACTOR will include IERPU representatives from each region in any communications.

F. Tracking Progress, Conducting Analysis, and Reporting Outcomes

Based on guidance from CWA, and objectives established in collaboration with the local workforce development boards at the time of project initiation, a quarterly reporting system will communicate data and accomplishments realized within the preceding three (3) months.

Develop a Tracking and Reporting Mechanism: CONTRACTOR will implement tracking, recording, and reporting progress concerning regional training and will take advantage of the dashboard, which will be developed in collaboration with CWA and state agencies. As such, it will include information on training offered, outcomes achieved/competency attainment, satisfaction ratings, and information on system development and logistics. It is anticipated that, over time, the content and structure of reporting will evolve to reflect changing needs and the maturation of delivery system for training.

Monthly Reporting: CONTRACTOR will report on training needs identified, selection/procurement of training providers, deployment and delivery of training, skill and knowledge attainment, and participant satisfaction with training.

EXHIBIT B PAYMENT SCHEDULE -Scope of Work

Services- Regional Training Coordination	Deliverable Dates	Payment
-Initial Meeting and Training Needs Assessment with IERPU leadership to supplement or add to the RTP, including Staff interviews, surveys, and assessment. -Research and review information about staff development and training goals, strategies and resources, including review of regional and local workforce development plans.	8/17-9/17	\$3,250
-Coordinate Statewide Training Initiatives, Staff Training/Knowledge Gaps, Industry Sector Knowledge needed.	9/17-10/17	\$5,400
-Develop strategies and processes for managing training logistics, activities, and accomplishments, including a regional dashboard; vet these with the IERPU leadership; and recommend them to state-level agencies.	10/17	\$5,208
	10/17	\$4,680
Develop/Deliver Regional Training Report	10/17	\$2,792
-Coordinate logistics for Regional Trainings -Provide Training and Technical Assistance -Organize regional conference calls -Develop recommendations for Regional Baseline Skill Standards, vet with IERPU leadership, and share with state-level agencies. -Provide recommendations to CWA	Ongoing	\$6,152
-Attend two (2) statewide meetings	As Scheduled	\$1,400
-Coordinate logistics for training and professional development activities throughout communities covering the vast expanse of Riverside and San Bernardino counties, in consultation with CWA to procure their California Training Institute consultants/trainers.	11/17-2/18	\$3,092
-Coordinated training and technical assistance to regional and local stakeholders on the effectiveness of training.	Ongoing	\$4,160
-Organize meetings, conference calls, and Web-based communications for IERPU local boards, job centers, and stakeholders.		\$1,400
-Function as liaison between the region/local areas and state agencies and their representatives.	Ongoing	Included as in-kind services
-Report to the IERPU on a monthly basis	Monthly	\$80 x 8 =\$640
-Travel to and from local, regional and statewide project meetings at approved government rates for local and out-of-town travel	Ongoing	\$2,500
- Administration, including contract oversight and management, meeting logistics, and participation by San Bernardino Community College Staff (5%)	Ongoing	\$2,674
TOTAL NOT TO EXCEED		\$43,348

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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

///