

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



ITEM
3.22
(ID # 5727)

MEETING DATE:

Tuesday, December 5, 2017


FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

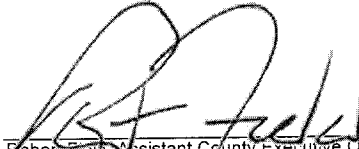
SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT: Approval of Service Agreement for County of Riverside Workforce
Development Registered Apprenticeships with Riverside Community College District
on behalf of Norco College; All Districts, [\$100,000] Workforce Innovation and
Opportunity Act Funds 100%, CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached form of Service Agreement for County of Riverside Workforce Development Registered Apprenticeships (Agreement) between the County of Riverside and Riverside Community College District, on behalf of Norco Community College, in the maximum amount of \$100,000, for the period December 6, 2017 through June 30, 2018 (Program Years 2017/2018);

ACTION: Policy

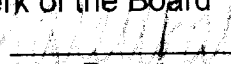

Heidi Marshall, Managing Director 11/7/2017


Robert Field, Assistant County Executive Officer/EDA 11/13/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez 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: December 5, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Assistant County Executive Officer/EDA, or designee, to sign a Service Agreement substantially conforming in form and substance to the attached Agreement, subject to approval by County Counsel; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Agreement, including, but not limited to signing subsequent necessary documents, and any non-substantive amendments provided the maximum contract amount is not increased, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$100,000	\$0	\$100,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Workforce Innovation and Opportunity Act (WIOA) Funds, 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

County of Riverside (County) Workforce Development staff have worked with Norco College over the past few months to discuss the viability of utilizing on-the-job training (OJT) as part of the registered apprenticeships provided in connection with the Career and Technical Education training programs provided at the college. Registered apprenticeship is a proven model of job preparation that combines paid OJT with related instruction to progressively increase workers' skill levels and wages. The County has received Workforce Innovation and Opportunity Act of 2014 (WIOA) funds pursuant to a grant agreement with the State of California. WIOA funding supports registered apprenticeships and OJT. As part of the proposed partnership with the County through its Workforce Development Division, the Riverside Community College District, on behalf of Norco College (collectively, "Norco College") will enter into OJT agreements with employers and businesses as part of their existing apprenticeship program.

In accordance with the U.S. Department of Labor's Training and Employment Guidance Letter No. 13-16 (Guidance on Registered Apprenticeships Provisions and Opportunities in WIOA), the proposed partnership will combine work-based learning with a structured education track designed to help companies develop professionals within their workforce. Workers and students start apprenticeships with the end in mind, and receive guided pathways with direct insight into the skills that will help them succeed in their chosen profession. The partnership between the County and Norco College is memorialized in the attached Service Agreement for the County of Riverside Workforce Development Registered Apprenticeships (Service Agreement). The Service Agreement

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

term will commence on December 6, 2017 and expire on June 30, 2018, with a maximum contract amount of \$100,000.

Salient terms of the proposed Service Agreement are as follows:

- OJT reimbursement agreement of \$100,000 to enroll a minimum of 20 participants for up to \$5,000 per participant
- Current Registered Apprenticeships:
 - Electro-Mechanical Technician (Federal Standard Occupation Classification (SOC): 17-3024.00). 1st Year Salary Range: \$14-20/hr.
 - Mechatronics Technician (SOC: 49-2094.00). 1st Year Salary Range: \$14-20/hr.
- Recruitment Assistance for Apprenticeship and Pre-Apprenticeship Opportunities

The proposed Service Agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the reimbursement of costs in connection with the provision of on-the-job training as part of an apprenticeship program, and it can be seen with certainty that there is no possibility that the aforementioned activities may have a significant effect on the environment, and will not lead to any direct or reasonably indirect physical environmental impacts, as they will have purely financial and administrative impacts. Staff will file a Notice of Exemption with the County Clerk within 5 days of the approval of the Service Agreement.

Staff recommends approval of the proposed Service Agreement. The proposed Service Agreement has been approved by County Counsel as to form.

Impact on Residents and Businesses

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

Additional Fiscal Information

No County costs will be incurred and no budget adjustment is required at this time. 100% of the funds are derived from WIOA funds.

The total contract amount will not exceed \$100,000; all costs will be incurred in fiscal years 2017/2018.

Contract History and Price Reasonableness

Price reasonableness was established by a review of current rates for consultants offering similar services. Cost analysis of the proposed Cost Plan demonstrated the reasonableness of the cost of

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

the project elements; that they are allowable, and reflect sound business practices.

ATTACHMENT:

- Service Agreement for the County of Riverside Workforce Development Registered Apprenticeships


Alex Gann 11/27/2017


Gregory H. Priarios, Director County Counsel 11/21/2017

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

SERVICE AGREEMENT

For

County of Riverside Workforce Development Registered Apprenticeships

Between

COUNTY OF RIVERSIDE

And

Riverside Community College District,

on behalf of Norco College



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

1 This SERVICE AGREEMENT FOR COUNTY OF RIVERSIDE WORKFORCE
2 DEVELOPMENT REGISTERED APPRENTICESHIPS ("Agreement"), made and
3 entered into this 6th day of December 2017, by and between RIVERSIDE COMMUNITY
4 COLLEGE DISTRICT, ON BEHALF OF NORCO COLLEGE ("SUBCONTRACTOR") and
5 the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and
6 through its Economic Development Agency (EDA), Workforce Development Division
7 (WDD), (collectively "COUNTY").

RECITALS

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

12 WHEREAS, WIOA gives responsibility for administering activities related to the
13 registered apprenticeship program to state and local workforce agencies such as the
14 COUNTY, and state staff directly provide workforce development services.

15 WHEREAS, WIOA funds are used to pay for workforce development training and
16 education services at the local level;

17 WHEREAS, SUBCONTRACTOR received approval from the U.S. Department of
18 Labor to act as an apprenticeship program sponsor that allows Norco College to
19 administrate new and innovative apprenticeship programs in occupations and industries
20 that have not traditionally used a formal earn & learn model like registered
21 apprenticeship; and

22 WHEREAS, COUNTY desires to contract with the SUBCONTRACTOR based on
23 SUBCONTRACTOR'S expertise, special skills, knowledge and experience in
24 implementing registered apprenticeship programs, as more specifically set forth in the
25 Agreement below.

26
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 NOW THEREFORE, based upon the foregoing Recitals and for good and
2 valuable consideration, the receipt and sufficiency of which is acknowledged by all
3 Parties, the COUNTY and SUBCONTRACTOR hereby agree as follows:

4 **1. Description of Services**

5 **1.1** The SUBCONTRACTOR shall provide registered apprenticeship services
6 as outlined and specified in the SCOPE of SERVICE, attached hereto as Exhibit "A" and
7 incorporated by this reference, at the not to exceed fee stated in Section 3.1 below.

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

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

19 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR performance under
20 this Agreement does not operate as a release of the SUBCONTRACTOR responsibility
21 for full compliance with the terms of this Agreement.

22 **2. Term**

23 **2.1** The SUBCONTRACTOR shall perform the scope of services for the
24 COUNTY in a timely manner and to COUNTY'S satisfaction, as more specifically set
25 forth in Exhibit A, SCOPE OF SERVICE, and the payment schedule attached hereto as
26 Exhibit "B" as incorporated herein by this reference as such services are necessary for
27 the provision of registered apprenticeship services. This Agreement shall commence on
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 December 6, 2017 and expire on June 30, 2018, unless terminated earlier as provided
2 herein.

3 **3. Compensation**

4 **3.1** The total amount of compensation paid by the COUNTY to the
5 SUBCONTRACTOR under this Agreement, to provide the services provided in the
6 Scope of Services attached as Exhibit A, shall not exceed the maximum amount of One
7 Hundred Thousand Dollars (\$100,000.00) including all expenses, which shall be paid
8 pursuant to the Payment Schedule set forth in Exhibit "B" attached hereto and
9 incorporated herein by this reference. COUNTY shall not be responsible for any fees or
10 costs above or beyond the contracted amount set forth in this Section 3.1, and shall have
11 no obligation to purchase any additional specified services or products, unless agreed
12 to in advance by the COUNTY in writing. In no event shall the cumulative sum of this
13 Agreement, and any amendments hereto, exceed the maximum total amount of One
14 Hundred Thousand Dollars (\$100,000.00), including all expenses.

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

22 a) Each invoice shall contain a minimum of the following information:
23 invoice number and date; remittance address; itemization of the description of the work
24 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the
25 Invoice Form attached hereto as Exhibit "C". Each invoice shall be mailed to
26 County of Riverside Economic Development Agency/Workforce
27 Development Division
28 1325 Spruce Street, Suite 400110
 Riverside, CA 92507

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 Attention:

2 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
3 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
4 from which payment can be made. No legal liability on the part of the COUNTY shall
5 arise for payment beyond June 30 of each calendar year unless funds are made
6 available for such payment. In the event that such funds are not forthcoming for any
7 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and
8 this Agreement shall be deemed terminated and have no further force and effect.

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

10 **4.1** The Board of Supervisors and the Assistant County Executive
11 Officer/Economic Development Agency or designee are the only authorized COUNTY
12 representatives who may at any time, by written order, make alterations to this
13 Agreement.

14 **5. Termination**

15 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days
16 written notice served upon the SUBCONTRACTOR stating the extent and effective date
17 of termination.

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

24 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

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

4 **5.4** After termination, the COUNTY shall make payment only for the
5 SUBCONTRACTOR'S performance up to the date of termination in accordance with this
6 Agreement.

7 **5.5** The SUBCONTRACTOR'S rights under this Agreement shall terminate
8 (except for fees accrued prior to the date of termination) upon dishonesty or a willful or
9 material breach of this Agreement by the SUBCONTRACTOR; or in the event of the
10 SUBCONTRACTOR'S unwillingness or inability for any reason whatsoever to perform
11 the terms of this Agreement. In such event, the SUBCONTRACTOR shall not be entitled
12 to any further compensation under this Agreement.

13 **5.6** The rights and remedies of the COUNTY provided in this section shall not
14 be exclusive and are in addition to any other rights and remedies provided by law or this
15 Agreement.

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

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

25 **7. Conduct of the SUBCONTRACTOR**

26 **7.1** The SUBCONTRACTOR covenants that it presently has no interest,
27 including, but not limited to, other projects or contracts, and shall not acquire any such
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 interest, direct or indirect, which would conflict in any manner or degree with the
2 SUBCONTRACTOR'S performance under this Agreement. The SUBCONTRACTOR
3 further covenants that no person or subcontractor having any such interest shall be
4 employed or retained by SUBCONTRACTOR under this Agreement. The
5 SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR interests,
6 if any, which are or may be perceived as incompatible with the COUNTY'S interests.

7 **7.2** The SUBCONTRACTOR shall not, under circumstances which could be
8 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
9 any gratuity or special favor from individuals or firms with whom the SUBCONTRACTOR
10 is doing business or proposing to do business, in accomplishing the work under this
11 Agreement.

12 **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
13 favors, and entertainment directly or indirectly to COUNTY employees.

14 **8. Inspection of Services**

15 **8.1** All performance shall be subject to inspection by the COUNTY. The
16 SUBCONTRACTOR shall provide adequate cooperation to the COUNTY representative
17 to permit him/her to determine the SUBCONTRACTOR'S conformity with the terms of
18 this Agreement. If any services performed or products provided by the
19 SUBCONTRACTOR are not in conformance with the terms of this Agreement, the
20 COUNTY shall have the right to require the SUBCONTRACTOR to perform the services
21 or provide the products in conformance with the terms of the Agreement at no additional
22 cost to the COUNTY. When the services to be performed or the products to be provided
23 are of such nature that the difference cannot be corrected, the COUNTY shall have the
24 right to: (1) require the SUBCONTRACTOR immediately to take all necessary steps to
25 ensure future performance in conformity with the terms of the Agreement; and/or (2)
26 reduce the Agreement price to reflect the reduced value of the services performed or
27 products provided. The COUNTY may also terminate this Agreement for default and
28

1 charge to the SUBCONTRACTOR any costs incurred by the COUNTY because of the
2 SUBCONTRACTOR'S failure to perform.

3 **8.2** The SUBCONTRACTOR shall establish adequate procedures for self-
4 monitoring to ensure proper performance under this Agreement; and shall permit a
5 COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR'S
6 performance under this Agreement at any time upon reasonable notice to the
7 CONSULTANT/SUBCONTRACTOR/CONTRACTOR.

8 **9. Independent Contractor**

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

23 **10. Subcontract for Work or Services**

24 No contract shall be made by the SUBCONTRACTOR with any other party for
25 furnishing any of the work or services under this Agreement without the prior written
26 approval of the COUNTY; but this provision shall not require the approval of contracts of
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 employment between the SUBCONTRACTOR and personnel assigned under this
2 Agreement, or for parties named in the proposal and agreed to under this Agreement.

3 **11. Disputes**

4 **11.1** The parties shall attempt to resolve any disputes amicably at the working
5 level. If that is not successful, the dispute shall be referred to the senior management of
6 the parties. Any dispute relating to this Agreement which is not resolved by the parties
7 shall be decided by the COUNTY'S Compliance Contract Officer who shall furnish the
8 decision in writing. The decision of the COUNTY'S Compliance Contract Officer shall
9 be final and conclusive unless determined by a court of competent jurisdiction to have
10 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply
11 bad faith. The SUBCONTRACTOR shall proceed diligently with the performance of this
12 Agreement pending the resolution of a dispute.

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

23 **12. Licensing and Permits**

24 The SUBCONTRACTOR shall comply with all State or other licensing
25 requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the
26 Business and Professions CONSULTANT/SUBCONTRACTOR/CONTRACTOR. All
27 licensing requirements shall be met at the time proposals are submitted to the COUNTY.
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 The SUBCONTRACTOR warrants that it has all necessary permits, approvals,
2 certificates, waivers and exemptions necessary for performance of this Agreement as
3 required by the laws and regulations of the United States, the State of California, the
4 County of Riverside and all other governmental agencies with jurisdiction, and shall
5 maintain these throughout the term of this Agreement relative to the Scope of Services
6 to be performed under Exhibit A, and that service(s) will be performed by properly trained
7 and licensed staff.

8 **13. Non-Discrimination**

9 The SUBCONTRACTOR shall not discriminate in the provision of services,
10 allocation of benefits, accommodation in facilities, or employment of personnel on the
11 basis of ethnic group identification, race, religious creed, color, national origin, ancestry,
12 physical handicap, medical condition, sexual orientation, marital status or sex in the
13 performance of this Agreement; and, to the extent they shall be found to be applicable
14 hereto, shall comply with the provisions of the California Fair Employment Practices Act
15 (commencing with Section 1410 of the Ca. Labor Code), the Federal Civil Rights Act of
16 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.)
17 and all other applicable laws or regulations.

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

23 **14. Record Retention and Documents**

24 The SUBCONTRACTOR agrees to retain all records pertaining to this Agreement
25 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven
26 (7) years after termination of this Agreement. If, at the end of seven (7) years, there is
27 an ongoing litigation or an audit involving those records, the SUBCONTRACTOR shall
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

1 retain the records until the resolution of such litigation or audit is completed. The
2 Department of Labor, the Grantee, and the COUNTY reserve the right to monitor and
3 visit, announced or unannounced, the SUBCONTRACTOR'S facilities at any time during
4 normal business hours. The monitoring shall be conducted in accordance with the
5 COUNTY WIOA Monitoring Guide and WIOA State Directives.

6 **15. Confidentiality**

7 **15.1** The SUBCONTRACTOR shall not use for personal gain or make other
8 improper use of privileged or confidential information which is acquired in connection
9 with this Agreement. The term "privileged or confidential information" includes but is not
10 limited to: unpublished or sensitive technological or scientific information; medical,
11 personnel, or security records; anticipated material requirements or pricing/purchasing
12 actions; the COUNTY information or data which is not subject to public disclosure;
13 COUNTY operational procedures; and knowledge of selection of contractors,
14 subcontractors or suppliers in advance of official announcement.

15 **15.2** The SUBCONTRACTOR shall protect from unauthorized disclosure
16 names and other identifying information concerning persons receiving services pursuant
17 to this Agreement, except for general statistical information not identifying any person.
18 The SUBCONTRACTOR shall not use such information for any purpose other than
19 carrying out the SUBCONTRACTOR'S obligations under this Agreement. The
20 SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for
21 disclosure of such information. The SUBCONTRACTOR shall not disclose, except as
22 otherwise specifically permitted by this Agreement or authorized in advance in writing by
23 the COUNTY, any such information to anyone other than the COUNTY. For purposes
24 of this paragraph, identity shall include, but not be limited to, name, identifying number,
25 symbol, or other identifying particular assigned to the individual, such as finger or voice
26 print or a photograph.

27 **16. Administration/Contract Liaison**

28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

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

4 **17. Force Majeure**

5 If either party is unable to comply with any provision of this Agreement due to
6 causes beyond its reasonable control, and which could not have been reasonably
7 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
8 party shall not be held liable for such failure to comply, provided the other party receives
9 written notice of such force majeure event no later than five (5) days after the
10 commencement of such event.

11 **18. EDD Reporting Requirements**

12 In order to comply with child support enforcement requirements of the State of
13 California, the COUNTY may be required to submit a Report of Independent
14 SUBCONTRACTOR (s) form DE 542 to the Employment Development Department
15 ("EDD"). The SUBCONTRACTOR agrees to furnish the required data and certifications
16 to the COUNTY within 10 days of notification of award of Agreement when required by
17 the EDD. This data will be transmitted to governmental agencies charged with the
18 establishment and enforcement of child support orders. Failure of the
19 SUBCONTRACTOR to timely submit the data and/or certificates required may result in
20 the contract being awarded to another SUBCONTRACTOR. In the event a contract has
21 been issued, failure of the SUBCONTRACTOR to comply with all federal and state
22 reporting requirements for child support enforcement or to comply with all lawfully served
23 Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a
24 material breach of Agreement. If the SUBCONTRACTOR has any questions concerning
25 this reporting requirement, please call (916) 657-0529. The SUBCONTRACTOR should
26 also contact the local Employment Tax Customer Service Office listed in the telephone
27 directory in the State Government section under "Employment Development
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 Department” or access their Internet site at www.edd.ca.gov.

2 **19. Hold Harmless/Indemnification**

3 **19.1** The SUBCONTRACTOR shall indemnify and hold harmless the County of
4 Riverside, its Agencies, Districts, Special Districts and Departments, The Workforce
5 Development Board (WDB) their respective directors, officers, Board of Supervisors,
6 elected and appointed officials, employees, agents and representatives (individually and
7 collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based
8 or asserted upon any services of SUBCONTRACTOR, its officers, employees,
9 subcontractors, agents or representatives arising out of or in any way relating to this
10 Agreement, including but not limited to property damage, bodily injury, or death or any
11 other element of any kind or nature whatsoever arising from the performance of
12 SUBCONTRACTOR, its officers, employees, subcontractors, agents or representatives
13 Indemnitors from this Agreement. SUBCONTRACTOR shall defend, at its sole expense,
14 all costs and fees including, but not limited, to attorney fees, cost of investigation,
15 defense and settlements or awards, the Indemnitees in any claim or action based upon
16 such alleged acts or omissions.

17 With respect to any action or claim subject to indemnification herein by
18 SUBCONTRACTOR, SUBCONTRACTOR shall, at their sole cost, have the right to use
19 counsel of their own choice and shall have the right to adjust, settle, or compromise any
20 such action or claim without the prior consent of COUNTY; provided, however, that any
21 such adjustment, settlement or compromise in no manner whatsoever limits or
22 circumscribes SUBCONTRACTOR'S indemnification to Indemnitees as set forth herein.

23 SUBCONTRACTOR'S obligation hereunder shall be satisfied when
24 SUBCONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving
25 COUNTY from any liability for the action or claim involved.

26 The specified insurance limits required in this Agreement shall in no way limit or
27 circumscribe SUBCONTRACTOR'S obligations to indemnify and hold harmless the
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

1 Indemnitees herein from third party claims. The obligations set forth herein shall survive
2 the expiration and earlier termination of this Agreement. **20. Insurance**

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

7 **20.1 Workers' Compensation**

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

15 **20.2 Commercial General Liability**

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

26 **20.3 Vehicle Liability**

27 If the SUBCONTRACTOR vehicles or mobile equipment are used in the
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

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

9 **20.4 Professional Liability Insurance**

10 The SUBCONTRACTOR shall maintain Professional Liability Insurance providing
11 coverage for the SUBCONTRACTOR'S performance of work included within this
12 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
13 **\$2,000,000** annual aggregate. If the SUBCONTRACTOR Professional Liability
14 Insurance is written on a claims made basis rather than an occurrence basis, such
15 insurance shall continue through the term of this Agreement and the
16 SUBCONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting
17 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new
18 insurer with a retroactive date back to the date of, or prior to, the inception of this
19 Agreement; or 3) demonstrate through Certificates of Insurance that the
20 SUBCONTRACTOR has Maintained continuous coverage with the same or original
21 insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5)
22 years beyond the termination of this Agreement.

23 **20.5 General Insurance Provisions - All lines**

24 a) Any insurance carrier providing insurance coverage hereunder shall be
25 admitted to the State of California and have an A M BEST rating of not less than A: VIII
26 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver
2 is only valid for that specific insurer and only for one policy term.

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

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

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

1 SUBCONTRACTOR *shall not commence operations until the COUNTY has been*
2 *furnished original Certificate (s) of Insurance and certified original copies of*
3 *endorsements or policies of insurance including all endorsements and any and all*
4 *other attachments as required in this Section. An individual authorized by the*
5 *insurance carrier to do so on its behalf shall sign the original endorsements for*
6 *each policy and the Certificate of Insurance.*

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

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

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

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

24 **21. General**

25
26
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 **21.1** The SUBCONTRACTOR shall not delegate or assign any interest in this
2 Agreement, whether by operation of law or otherwise, without the prior written consent
3 of COUNTY. Any assignment or purported assignment of this Agreement by
4 SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void
5 and of no force or effect.

6 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
7 of this Agreement shall not be construed to be a waiver of any subsequent or other
8 breach of the same or of any other term of this Agreement. Failure on the part of the
9 COUNTY to require exact, full and complete compliance with any terms of this
10 Agreement shall not be construed as in any manner changing the terms or preventing
11 the COUNTY from enforcement of the terms of this Agreement.

12 **21.3** In the event the SUBCONTRACTOR receives payment under this
13 Agreement which is later disallowed by the COUNTY for nonconformance with the terms
14 of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount
15 to the COUNTY on request; or at its option the COUNTY may offset the amount
16 disallowed from any payment due to the SUBCONTRACTOR.

17 **21.4** The SUBCONTRACTOR shall not provide partial delivery or shipment of
18 services or products unless specifically stated in the Agreement.

19 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and
20 local laws and regulations. The SUBCONTRACTOR will comply with all applicable
21 COUNTY policies and procedures. In the event that there is a conflict between the
22 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with
23 the more restrictive law or regulation.

24 **21.6** The SUBCONTRACTOR shall comply with all requirements of the
25 Occupational Safety and Health Administration (OSHA) standards and
26 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of
27 California (Cal/OSHA).

28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

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

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

14 **21.9** If any project produces patentable items, patent rights, processes or
15 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
16 the SUBCONTRACTOR shall report the fact promptly and fully to the COUNTY. The
17 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
18 agreement between the COUNTY and the DOL or its representative on these matters,
19 DOL shall determine whether to seek protection on the invention or discovery. DOL or
20 its representative shall determine how the rights in the invention or discovery, including
21 rights under any patent issued thereon, will be allocated and administered in order to
22 protect the public interest consistent with the following Patent Policy found at 29 CFR
23 95.36 and 29 CFR 97.34.

24 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
25 copyrighted material is developed in the course of or under this Agreement, the author
26 and the COUNTY which developed the work are free to copyright material or to permit
27 others to do so. The COUNTY and the Workforce Development Board shall have a
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

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

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

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

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

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

28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

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

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

17 **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in
18 Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the
19 Scope of Services and compensation arrangements.

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

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

26
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered
Apprenticeships

1 County of Riverside Economic
2 Development Agency/Workforce
3 Development Division
4 1325 Spruce Street,
5 Suite 110
6 Riverside, CA 92507
7 Attention: Heidi Marshall,
8 Managing Director of Economic
9 Development Agency

Riverside Community College District,
on behalf of Norco College
c/o Norco College
2001 Third Street
Norco, CA 92860
Attention: Dr. Bryan Reece

10 [Remainder of Page Intentionally Blank]

11
12
13 [Signatures on Following Page]
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

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

3
4 **COUNTY:**

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

4 **SUBCONTRACTOR:**

5 RIVERSIDE COMMUNITY
6 COLLEGE DISTRICT ,ON BEHALF
7 OF NORCO COLLEGE

8 By: _____
9 Heidi Marshall, Managing Director of the
10 Economic Development Agency

8 By: _____
9 Dr. Bryan Reece, President of Norco
10 College

10 Dated: _____

11 Dated: _____

12
13
14 APPROVED AS TO FORM:

15 Gregory P. Priamos
16 County Counsel


17 By: 
18 Jhalla R. Brown,
19 Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

A. Purpose:

During the term of Service Agreement for County Of Riverside Workforce Development Registered Apprenticeships ("Agreement"), by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, ON BEHALF OF NORCO COLLEGE, (herein referred to as the ("SUBCONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency, Workforce Development Division (collectively, "WDD"), SUBCONTRACTOR shall work with WDD staff to utilize On-the-Job Training (OJT) as part of the registered apprenticeships provided in connection with Career & Technical Education training through Norco Community College. As part of the Agreement, SUBCONTRACTOR enter into OJT agreements with employers and businesses as part of Norco College's apprenticeship program.

B. Description of services/deliverables:

The SUBCONTRACTOR shall implement activities of the Registered Apprenticeship Program to combine work-based learning with a structured education track designed to help companies develop professionals within their workforce. Workers and students start apprenticeships with the end in mind, and shall receive guided pathways with direct insight into the skills that will help them succeed in their chosen profession.

Scope of work	Product or Outcome
SUBCONTRACTOR shall focus on the following areas and perform the following tasks: 1. New & Innovative Registered Apprenticeship Programs in the following sectors: <ul style="list-style-type: none">• Manufacturing• Logistics<ul style="list-style-type: none">○ Targeting apprenticeship programs with progressive wage scales leading to \$14-20/hr by the end of the apprenticeship	Enroll a minimum of 20 participants for up to \$5,000/participant

Agreement Number: 12/6/2017 to 6/30/2018 – Norco College Registered Apprenticeships

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Recruitment Assistance for Apprenticeship and Pre-Apprenticeship Opportunities.	
FY 2017/2018	\$100,000
TOTAL NOT TO EXCEED	\$100,000

EXHIBIT B
PAYMENT SCHEDULE

Scope of work	Product or Outcome	Payment Milestones/deliverables
Enroll a minimum of 20 participants for up to \$5,000/participant (not to exceed maximum contract amount)	Enrollments	Training voucher submission
TOTAL NOT TO EXCEED		\$100,000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28