

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



ITEM
3.22
(ID # 6475)

MEETING DATE:

Tuesday, July 31, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT DIVISION: Allocation of Funding and Approval of Professional Service Agreement between County of Riverside and California Manufacturing Technology Consulting to provide Business Process Improvement Services for Program Year 2018/19, CEQA Exempt, All Districts, [\$50,000] 100% Federal Title I Workforce Innovation and Opportunity Act Rapid Response and Layoff Aversion funds

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 an allocation of Workforce Innovation and Opportunity Act (WIOA) Rapid Response funds in the not to exceed amount of \$50,000 to be allocated for California Manufacturing Technology Consulting (CMTCC) to provide business process improvement services to County of Riverside businesses under the WIOA Rapid Response and Layoff Aversion Program during the period July 1, 2018 through June 30, 2019 for Program Year 2018/2019;

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 3/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached form of the Professional Service Agreement for Business Process Improvement Services between the County and CMTC for the period July 1, 2018 through June 30, 2019 (Program Year 2018/2019), in the maximum total amount of \$50,000 (CMTC Agreement);
4. Authorize the Assistant County Executive Officer/EDA, or designee, to sign a CMTC Agreement substantially conforming in form and substance to the attached agreement, subject to approval by County Counsel; and
5. Authorize the Assistant County Executive Officer/EDA, or designee, to take the necessary steps to implement the CMTC Agreement including, but not limited to, signing subsequent essential and relevant documents, and executing 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	\$ 50,000	\$ 0	\$ 50,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Title I Workforce Innovation and Opportunity Act Funds			Budget Adjustment: No	
			For Fiscal Year: 2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In support of the Riverside County Workforce Development Board's (WDB) Strategic Plan, the Economic Development Agency, through its Workforce Development Division, released a Request for Proposals for Business Process Improvement Services (manufacturing sectors) on October 2, 2017, for program years 2018/19, 2019/20 and 2020/21. The purpose of the procurement was to complement both rapid response and job retention for manufacturing sector businesses struggling to remain competitive.

Business process improvement services include assistance to Riverside County businesses with layoff aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, information technology systems, and human resource development. The successful bidder was expected to provide several services to businesses, customized based on their need, such as, developing methods to adapt to rapid growth, customer demand and how to manage business processes more efficiently. Upon reviewing the proposals submitted, the County selected California Manufacturing Technology Consulting (CMTC) to serve the manufacturing

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sectors. CMTC was selected as the most responsive and responsible bidder for the procurement, and recommended to the WDB for contract award.

The County and CMTC entered into a Service Agreement for Business Process Improvement Services (i) on January 1, 2016, which expired on June 30, 2016, and subsequent agreements for the same services; (ii) on September 1, 2016, which expired on June 30, 2017; and (iii) on October 1, 2017, which was currently active through June 30, 2018. Results of this partnership with the WDB provided manufacturing sector business process improvement and layoff aversion services during program year 2016/17 to 16 manufacturers resulting in 175 jobs retained, \$1,772,000 in cost savings and \$45,939,960 in revenues (new and retained sales).

To avoid an interruption to these beneficial services, staff desires to enter into a new contract with CMTC to continue provision of services. The proposed form of the Professional Service Agreement for Business Process Improvement Services between the County of Riverside and California Manufacturing Technology Consulting (CMTC Agreement), attached hereto as Attachment No. 1, has been approved by County Counsel as to form. The CMTC Agreement will have a one year term commencing on July 1, 2018 and terminating on June 30, 2019, with a maximum contract amount of \$50,000.

The proposed CMTC Agreement was reviewed and determined to be categorically 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 provision of layoff aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, information technology systems and human resource development, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment, and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

Staff recommends approval of the allocation of Title I Workforce Innovation and Opportunity Act Funds in the not to exceed amount of \$50,000 to CMTC. Staff also recommends that the Board authorize the Assistant County Executive Officer/ECD, or designee, to sign a contract substantially conforming in form and substance to the attached form of the CMTC Agreement.

Impact on Residents and Businesses

When businesses close or lay off workers, the Business Solutions Team at Riverside County can provide immediate on-site services to assist workers facing job loss. The Rapid Response Program provides early intervention assistance to transition workers to their next employment as soon as possible. Layoff aversion provided through business process improvement services assists businesses to become more efficient, improve productivity, grow the business, remain competitive, retain workers and save costs.

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Additional Fiscal Information

In program year 2018/19 there will be \$50,000 in costs. All amounts will be paid with Title I Workforce Innovation and Opportunity Act Rapid Response Funds. No County costs will be incurred and no budget adjustment is required.

Contract History and Price Reasonableness

Business Process Improvement Services have been provided by CMTC for the past six years. Costs of the services have remained competitive and reasonable based upon both contractor's knowledge and demonstrated track record in providing assistance to businesses.

ATTACHMENTS:

- Form – CMTC Agreement for Program Year 2018-2019

RF:HM:CH:LT:LS:HR


Alex Gann

7/24/2018


Gregory V. Priamos, Director County Counsel

7/19/2018

PROFESSIONAL SERVICE AGREEMENT

For

Business Process Improvement Services

Between

COUNTY OF RIVERSIDE

And

California Manufacturing Technology Consulting



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1 This Professional Service Agreement for Business Process Improvement
2 Services ("Agreement"), made and entered into this 1st day of July, 2018 by and
3 between CALIFORNIA MANUFACTURING TECHNOLOGY CONSULTING, a California
4 Corporation, herein referred to as the CONTRACTOR and the County of Riverside, a
5 political subdivision of the State of California, by and through its Economic Development
6 Agency ("EDA"), Workforce Development Division ("WDD"), (herein referred to as the
7 "COUNTY").

8 **RECITALS**

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 authorizes state and local workforce agencies such as
13 COUNTY to administer the Rapid Response and Lay-Off Aversion Program to directly
14 provide Rapid Response and Lay-Off Aversion services. WIOA funds are used to pay
15 for Rapid Response and Lay-Off Aversion services;

16 WHEREAS, Rapid Response and Lay-Off Aversion assistance is available to
17 businesses affected by economic expansion and/or declining industries;

18 WHEREAS, in connection with the Rapid Response and Lay-Off Aversion
19 Program, the COUNTY issued a Request for Proposal ("RFP") on October 2, 2017 to
20 solicit business process improvement services for program years 2018-2021, with
21 subsequent annual agreements conditioned on meeting performance outcomes and
22 COUNTY's continued receipt of WIOA funding for Rapid Response and Lay-Off Aversion
23 services;

24 WHEREAS, CONTRACTOR responded to the RFP and based on
25 CONTRACTOR'S prior experience with business process improvement strategies,
26 COUNTY awarded CONTRACTOR with an allocation of WIOA Rapid Response and
27 Lay-Off Aversion funds. The RFP and CONTRACTOR'S response are each
28 incorporated herein by this reference;

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3 WHEREAS, pursuant to the Agreement, CONTRACTOR has worked with
4 businesses in the County since 2014 by providing business process improvement
5 strategies, such as lay-off aversion, job retention services, strategic and financial
6 business planning, quality assurance, energy efficiency, IT systems and human resource
7 development;

8 WHEREAS, based on CONTRACTOR'S expertise, special skills, knowledge and
9 experience in business process improvement services, COUNTY desires to enter into a
10 new contract with the CONTRACTOR to continue providing business process
11 improvement services for the COUNTY to ensure continuity, as more specifically set
12 forth in the Agreement and Scope of Service below.

13 NOW THEREFORE, based upon the foregoing Recitals and for good and
14 valuable consideration, the receipt and sufficiency of which is acknowledged by all
15 Parties, COUNTY and CONTRACTOR hereby agree as follows:

16
17 **1. Description of Services**

18 **1.1** The CONTRACTOR shall provide business process improvement services
19 as outlined and specified in the SCOPE OF SERVICE, attached hereto as Exhibit A and
20 incorporated by this reference and the RFP, at the not to exceed fee stated in Paragraph
21 3.1. The RFP and CONTRACTOR'S response to the RFP submitted on October 2, 2017
22 are each hereby incorporated herein by this reference.

23 **1.2** The CONTRACTOR represents that it has the experience, personnel,
24 equipment, and facilities necessary to fully and adequately perform under this Agreement
25 and the COUNTY relies upon this representation. The CONTRACTOR shall perform to the
26 satisfaction of the COUNTY and in conformance to and consistent with the highest standards
27 of professional CONTRACTOR'S in the same discipline in the State of California.
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1 **1.3** The CONTRACTOR affirms that it is fully apprised of all of the work to be
2 performed under this Agreement; and the CONTRACTOR agrees it can properly perform
3 this work at the fee stated in Paragraph 3.1. The CONTRACTOR is not to perform services
4 or provide products outside of the Agreement, unless by written request approved by the
5 COUNTY.

6 **1.4** Acceptance by the COUNTY of CONTRACTOR'S performance under this
7 Agreement does not operate as a release of the CONTRACTOR'S responsibility for full
8 compliance with the terms of this Agreement.

9 **2. Period of Performance**

10 **2.1** The CONTRACTOR shall perform the scope of services for the COUNTY
11 in a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit
12 A, SCOPE OF SERVICE, and the PAYMENT SCHEDULE attached hereto as Exhibit B
13 and incorporated herein by this reference, as such services are necessary for the
14 provision of business process improvement services. This Agreement shall commence
15 on July 1, 2018 and expire on June 30, 2019, unless terminated earlier.

16 **3. Compensation**

17 **3.1** The COUNTY shall pay CONTRACTOR for services performed as set forth
18 in the SCOPE OF SERVICE in Exhibit A and pursuant to the PAYMENT SCHEDULE in
19 Exhibit B. Maximum payment by COUNTY to CONTRACTOR shall not exceed FIFTY
20 THOUSAND DOLLARS (\$50,000.00), including all expenses. The COUNTY is not
21 responsible for any fees or costs incurred above or beyond the contracted amount and
22 shall have no obligation to purchase any specified amount of services or products, unless
23 agreed to by COUNTY in writing.

24 **3.2** The CONTRACTOR shall be paid only in accordance with an invoice
25 submitted to the COUNTY by CONTRACTOR conforming to Exhibit C attached hereto and
26 incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30)
27 working days from the date of receipt of the invoice. Payment shall be made to
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1 CONTRACTOR only after services have been rendered or delivery of materials or products,
2 and acceptance has been made by COUNTY.

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

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

9 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
10 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
11 from which payment can be made. No legal liability on the part of the COUNTY shall
12 arise for payment beyond June 30 of each calendar year unless funds are made
13 available for such payment. In the event that such funds are not forthcoming for any
14 reason, the COUNTY shall immediately notify the CONTRACTOR in writing; and this
15 Agreement shall be deemed terminated and have no further force and effect.

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

17 **4.1** The Board of Supervisors and the Assistant County Executive Officer/ECD,
18 or designee, are the only authorized COUNTY representatives who may at any time, by
19 written order, make alterations to this Agreement.

20 **5. Termination**

21 **5.1** The COUNTY may terminate this Agreement without cause upon thirty (30)
22 days written notice served upon the CONTRACTOR stating the extent and effective date
23 of termination.

24 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
25 Agreement for the CONTRACTOR'S default, if the CONTRACTOR refuses or fails to
26 comply with the terms of this Agreement or fails to make progress so as to endanger
27 performance and does not immediately cure such failure. In the event of such
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1 termination, the COUNTY may proceed with the work in any manner deemed proper by
2 the COUNTY.

3 **5.3** After receipt of the notice of termination, the CONTRACTOR shall:

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

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

9 **5.4** After termination, the COUNTY shall make payment only for the
10 CONTRACTOR'S performance up to the date of termination in accordance with this
11 Agreement.

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

18 **5.6** The rights and remedies of the COUNTY provided in this section shall not
19 be exclusive and are in addition to any other rights and remedies provided by law or this
20 Agreement.

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

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

3 **7. Conflict of Interest of the CONTRACTOR**

4 **7.1** The CONTRACTOR covenants that it presently has no interest, including,
5 but not limited to, other projects or contracts, and shall not acquire any such interest,
6 direct or indirect, which would conflict in any manner or degree with the
7 CONTRACTOR'S performance under this Agreement. The CONTRACTOR further
8 covenants that no person or subcontractor having any such interest shall be employed
9 or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to
10 inform the COUNTY of all CONTRACTOR'S interests, if any, which are or may be
11 perceived as incompatible with the COUNTY'S interests.

12 **7.2** The CONTRACTOR shall not, under circumstances which could be
13 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
14 any gratuity or special favor from individuals or firms with whom the CONTRACTOR is
15 doing business or proposing to do business, in accomplishing the work under this
16 Agreement.

17 **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors,
18 and entertainment directly or indirectly to COUNTY employees.

19 **8. Inspection of Services**

20 **8.1** All performance shall be subject to inspection by the COUNTY. The
21 CONTRACTOR shall provide adequate cooperation to the COUNTY representative to
22 permit him/her to determine the CONTRACTOR'S conformity with the terms of this
23 Agreement. If any services performed or products provided by the CONTRACTOR are
24 not in conformance with the terms of this Agreement, the COUNTY shall have the right
25 to require the CONTRACTOR to perform the services or provide the products in
26 conformance with the terms of the Agreement at no additional cost to the COUNTY.
27 When the services to be performed or the products to be provided are of such nature
28 that the difference cannot be corrected, the COUNTY shall have the right to: (1) require

1 the CONTRACTOR immediately to take all necessary steps to ensure future
2 performance in conformity with the terms of the Agreement; and/or (2) reduce the
3 Agreement price to reflect the reduced value of the services performed or products
4 provided. The COUNTY may also terminate this Agreement for default and charge to
5 the CONTRACTOR any costs incurred by the COUNTY because of the
6 CONTRACTOR'S failure to perform.

7 **8.2** The CONTRACTOR shall establish adequate procedures for self-
8 monitoring to ensure proper performance under this Agreement; and shall permit a
9 COUNTY representative to monitor, assess or evaluate the CONTRACTOR'S
10 performance under this Agreement at any time upon reasonable notice to the
11 CONTRACTOR.

12 **9. Independent Contractor**

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

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

27 No contract shall be made by the CONTRACTOR with any other party for
28 furnishing any of the work or services under this Agreement without the prior written

1 approval of the COUNTY; but this provision shall not require the approval of contracts of
2 employment between the CONTRACTOR and personnel assigned under this
3 Agreement, or for parties named in the proposal and agreed to under this Agreement.

4 **11. Disputes**

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

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

24 **12. Licensing and Permits**

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

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

7 **13. Non-Discrimination**

8 The CONTRACTOR shall not discriminate in the provision of services, allocation
9 of benefits, accommodation in facilities, or employment of personnel. The
10 nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29
11 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including
12 pregnancy, childbirth, and related medical conditions, transgender status, and gender
13 identity); national origin (including Limited English Proficiency); age; disability; political
14 affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of
15 citizenship status or participation in a WIOA Title I-financially assisted program or activity.
16 The CONTRACTOR will "comply fully with the nondiscrimination and equal opportunity
17 provisions of the WIOA" (29 CFR Part 38 Preamble) and acknowledge the government's
18 right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent
19 they shall be found to be applicable hereto, shall comply with the provisions of the
20 California Fair Employment Practices Act (commencing with Section 1410 of the CA.
21 Labor Code), the Federal Civil Rights Act of 1964 (Pub. L. 88-352), the Americans with
22 Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or
23 regulations.

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

1 **14. Record Retention and Documents**

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

11 **15. Confidentiality**

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

20 **15.2** The CONTRACTOR shall protect from unauthorized disclosure names and
21 other identifying information concerning persons receiving services pursuant to this
22 Agreement, except for general statistical information not identifying any person. The
23 CONTRACTOR shall not use such information for any purpose other than carrying out
24 the CONTRACTOR'S obligations under this Agreement. The CONTRACTOR shall
25 promptly transmit to the COUNTY all third party requests for disclosure of such
26 information. The CONTRACTOR shall not disclose, except as otherwise specifically
27 permitted by this Agreement or authorized in advance in writing by the COUNTY, any
28 such information to anyone other than the COUNTY. For purposes of this paragraph,

1 identity shall include, but not be limited to, name, identifying number, symbol, or other
2 identifying particular assigned to the individual, such as finger or voice print or a
3 photograph.

4 **16. Administration/Contract Liaison**

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

8 **17. Force Majeure**

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

15 **18. EDD Reporting Requirements**

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

1 The CONTRACTOR should also contact the local Employment Tax Customer Service
2 Office listed in the telephone directory in the State Government section under
3 "Employment Development Department" or access their Internet site at www.edd.ca.gov.

4 **19. Hold Harmless/Indemnification**

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

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

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

28 The specified insurance limits required in this Agreement shall in no way limit or

1 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
2 Indemnitees herein from third party claims. The obligations set forth herein shall survive
3 the expiration and earlier termination of this Agreement.

4 **20. Insurance**

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

9 **20.1 Workers' Compensation**

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

17 **20.2 Commercial General Liability**

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

1 **20.3 Vehicle Liability**

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

11 **20.4 Professional Liability Insurance**

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

24 **20.5 General Insurance Provisions - All lines**

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

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 CONTRACTOR'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 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-
10 insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond
11 which guarantees payment of losses and related investigations, claims administration,
12 and defense costs and expenses.

13 c) The CONTRACTOR shall cause the CONTRACTOR'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 CONTRACTOR ***shall not commence operations until the COUNTY has been***

1 *furnished original Certificate (s) of Insurance and certified original copies of*
2 *endorsements or policies of insurance including all endorsements and any and all*
3 *other attachments as required in this Section. An individual authorized by the*
4 *insurance carrier to do so on its behalf shall sign the original endorsements for*
5 *each policy and the Certificate of Insurance.*

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

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

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

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

23 **21. General**

24 **21.1** The CONTRACTOR shall not delegate or assign any interest in this
25 Agreement, whether by operation of law or otherwise, without the prior written consent of
26 COUNTY. Any assignment or purported assignment of this Agreement by
27 CONTRACTOR without the prior written consent of COUNTY will be deemed void and of
28 no force or effect.

1 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
2 of this Agreement shall not be construed to be a waiver of any subsequent or other
3 breach of the same or of any other term of this Agreement. Failure on the part of the
4 COUNTY to require exact, full and complete compliance with any terms of this
5 Agreement shall not be construed as in any manner changing the terms or preventing
6 the COUNTY from enforcement of the terms of this Agreement.

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

12 **21.4** The CONTRACTOR shall not provide partial delivery or shipment of
13 services or products unless specifically stated in the Agreement.

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

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

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

1 **21.8** This Agreement, including any attachments or exhibits, constitutes the
2 entire Agreement of the parties with respect to its subject matter and supersedes all prior
3 and contemporaneous representations, proposals, discussions and communications,
4 whether oral or in writing. This Agreement may be changed or modified only by a written
5 amendment signed by authorized representatives of both parties. No oral understanding
6 or agreement not incorporated herein shall be binding on any of the parties hereto.

7 **21.9** If any project produces patentable items, patent rights, processes or
8 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
9 the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The
10 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
11 agreement between the COUNTY and the DOL or its representative on these matters,
12 DOL shall determine whether to seek protection on the invention or discovery. DOL or
13 its representative shall determine how the rights in the invention or discovery, including
14 rights under any patent issued thereon, will be allocated and administered in order to
15 protect the public interest consistent with the following Patent Policy found at 29 CFR
16 95.36 and 29 CFR 97.34.

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

23 **21.11** All original reports, preliminary findings, or data assembled or compiled by
24 CONTRACTOR under this Agreement become the property of the COUNTY. The
25 COUNTY reserves the right to authorize others to use or reproduce such materials.
26 Therefore, such materials may not be circulated in whole or in part, nor released to the
27 public, without the direct authorization of the COUNTY.
28

1 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
2 this Agreement shall not be construed to be a waiver of any subsequent or other breach
3 of the same or of any other term thereof. Failure on the part of the COUNTY to require
4 exact, full and complete compliance with any terms of this Agreement shall not be
5 construed as in any manner changing the terms hereof or stopping COUNTY from
6 enforcement hereof.

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

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

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

27 **21.16** The CONTRACTOR shall establish and implement appropriate internal
28 management procedures to prevent fraud, abuse and criminal activity. Further, the

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

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

11 **21.18** CONTRACTOR represents and warrants that CONTRACTOR is
12 registered to do business in the State of California with the California Secretary of 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 400
22 Riverside, CA 92507
23 Attention: Carrie Harmon,
24 Director of Workforce Development

CONTRACTOR; California
Manufacturing Technology Consulting
690 Knox Street, Suite 200
Torrance, CA 90502
Attention: James Watson, President
and CEO

25 [Remainder of Page Intentionally Blank]

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28 [Signatures on Following Page]

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
8 Agency, Workforce Development Division

4 **CONTRACTOR:**

5 California Manufacturing
6 Technology Consulting, a California
7 Corporation

9 By: _____
10 Carrie Harmon, Director of Workforce
11 Development

9 By: _____
10 James Watson, President and CEO

11 Dated: _____

11 Dated: _____

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14
15 **APPROVED AS TO FORM:**

15 Gregory P. Priamos
16 County Counsel


17
18 By:  _____
19 Amrit P. Dhillon,
20 Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

During the term of the Professional Service Agreement for Business Process Improvement Services (Agreement) between California Manufacturing Technology Consulting, Inc. (CONTRACTOR) and the County of Riverside (COUNTY), CONTRACTOR shall assist businesses selected by the COUNTY, at its sole and absolute discretion, located throughout the County, by providing business process improvement services including, but not limited to, assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development as more specifically set forth in (i) COUNTY'S Request for Proposal, Business Process Improvement Services, Program Years 2018-2021 (County RFP), and (ii) CONTRACTOR'S written response to the COUNTY RFP, submitted to the COUNTY on October 2, 2017, each respectively incorporated herein by this reference (Business Process Improvement Services). The aforementioned services are aligned with and support the Riverside County Workforce Development Board's (WDB) Strategic Plan.

B. Business Types:

The CONTRACTOR shall offer business process improvement services to five (5) businesses identified by the COUNTY using the COUNTY's selection criteria to assess the "health" of the businesses. CONTRACTOR shall document fifty (50) retained jobs; focused in the WDB referenced demand driven industry cluster listed below:

1. Manufacturing-refers to a range of human activity, from handcraft to high tech, but is most commonly applied to industrial production, in which raw materials are transformed into finished goods on a large scale. Such finished goods may be used for manufacturing other more complex products.

C. Geographic Location:

Services must be targeted to and provided to businesses located in the County of Riverside and the businesses shall be chosen at the sole and absolute discretion of COUNTY.

D. Regional Meetings:

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

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

3 **E. Business Engagement:**

4 In conjunction with COUNTY, CONTRACTOR shall arrange appointments with
5 businesses identified by the COUNTY in need of business process
6 improvement services; CONTRACTOR shall provide ten (10) days advance
7 notice to COUNTY of scheduled appointments so that Business Solutions
8 Representatives of the COUNTY may accompany CONTRACTOR during
9 outreach to the businesses.

10 Businesses shall be assessed using criteria provided by the COUNTY to
11 CONTRACTOR and CONTRACTOR shall provide results of the assessment to
12 the COUNTY. COUNTY will review and – in its sole and absolute discretion -
13 determine if the business meets the criteria and requires assistance. COUNTY
14 shall notify CONTRACTOR if the business has been selected to receive
15 business process improvement services.

16 CONTRACTOR shall meet with the COUNTY'S approved businesses to
17 complete an intake and businesses will be required to sign a disclosure
18 statement addressing any conflict of interest.

19 **F. Reports:**

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

23 At minimum, the report must include the following:

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

29 **G. State Rapid Response/Lay-Off Aversion Reporting Deadline**

30 The State of California requires the COUNTY to submit WIOA Rapid Response
31 and Lay-Off Aversion reports by the third (3rd) quarter of the fiscal year (March
32 31). This reporting determines subsequent fiscal year funding allocations for

Agreement Number: PY2018/2019-501-502-CMTC

1 Rapid Response and Lay-Off Aversion that may increase or decrease based
2 upon the number of businesses served. The COUNTY encourages
3 CONTRACTOR to conduct timely outreach to employers to ensure favorable
4 reporting outcomes.
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EXHIBIT B

PAYMENT SCHEDULE

Scope of Work	Number of Businesses	Payment Milestones/Deliverables
<p>Provide business process improvement services as set forth in the Agreement and in the Scope of Service Exhibit A.</p> <p>Payment to Contractor will be individualized for each business served and based on various factors, including but not limited to, the business' size and the proposed solution.</p> <p>Minimum Payment to Contractor per business shall be \$3,500 and maximum payment per business shall not exceed \$15,000 (total compensation to Contractor shall not exceed the maximum Agreement amount of \$50,000.00).</p> <p>Contractor shall provide monthly report to County (modified 122 report) confirming actual cost.</p>	<p>Minimum of five (5) businesses to be served and fifty (50) total jobs retained</p>	<p>For each business served:</p> <p>25% of payment upon receipt by County Project Manager of approved intake form and invoice</p> <p>25% of payment upon the approval of the Business Approval Plan by selected business and invoice</p> <p>50% of payment upon submission of close out documents and invoice to County Project Manager</p>
		<p>TOTAL COMPENSATION NOT TO EXCEED \$50,000.000</p>

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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