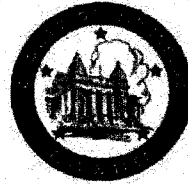


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.12
(ID # 7729)

MEETING DATE:

Tuesday, October 2, 2018

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of Amendment One to the Training License Agreement with FranklinCovey, Without Seeking Competitive Bids, for the FranklinCovey All Access Pass Plus Program, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment One to the Training License Agreement with FranklinCovey, without seeking competitive bids, for the FranklinCovey All Access Pass Plus Program effective upon signature through June 30, 2019, with two one-year options to renew, at no additional cost, and authorize the Chairman of the Board to sign the amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the renewal options and that do not change the substantive terms of the Agreement.

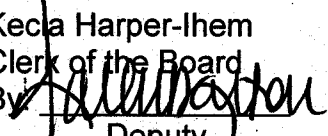
ACTION: Policy


Brenda Uederichs, Assistant CEO / Human Resources Director 9/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 2, 2018
xc: HR, Purchasing

Kecla Harper-Ihem
Clerk of the Board
By 
Deputy

BACKGROUND:

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year: 18/19 – 20/21	

C.E.O. RECOMMENDATION: Approve

Since 2006, the County of Riverside's COR Learning Center has taken a highly proactive approach in helping achieve success by developing effective individuals and teams who execute the organization's mission through training, executive coaching, and both principle and competency based programs.

As part of this effort, COR Learning has researched many organizational development companies and continues to find FranklinCovey products and training as the most effective and highly rated programs of their type. FranklinCovey products have been adopted in a variety of ways throughout the County of Riverside, including the Management Excellence Academy, Supervisory Excellence Academy, and the Professional Assistants Academy. Products include: 5 Choices to Extraordinary Productivity, 7 Habits for Managers, 7 Habits Signature, Great Leaders, Speed of Trust, Writing Advantage, Live Clicks (online training modules), and future developed courses deemed important to achieve organizational goals.

Acquiring the All Access Pass Plus licenses will grant COR Learning access to additional training resources. Purchase of these licenses will cost \$19,078 annually for FY 18/19 through FY 20/21, but are covered by the annual not to exceed amount of \$175,000 approved by the Board of Supervisors on June 7, 2016, Minute Order 3-25. Pricing for the All Access Pass Plus licenses are being offered to the County at an \$18 discount per license. They are normally priced at \$275 per license, but the County will be charged \$257 per license. Costs for all materials and the All Access Pass Plus licenses are passed through to the user departments.

Impact on Residents and Businesses

As a result of improved skills, enhanced effectiveness, and increased employee engagement among County employees who participate in FranklinCovey training programs, residents and local businesses will enjoy the benefits of better customer service and a more responsive public service workforce.

SUPPLEMENTAL:

Additional Fiscal Information

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

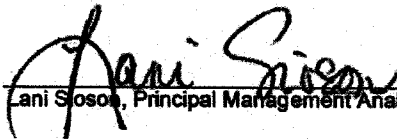
This Amendment is renewable annually at no additional cost. The cost will be covered by the annual not to exceed amount of \$175,000 which was approved by the Board of Supervisors on June 7, 2016, Minute Order 3-25.

Contract History and Price Reasonableness

A contract with FranklinCovey has been in place since 2006. The current contract has a maximum annual amount of \$175,000 and expires at the end of FY 20/21. The Amendment enables the County to secure All Access Pass Plus licenses at an \$18 discount per license for up to three years. FranklinCovey recognizes their partnership with COR Learning by extending promotional discounts on training and materials. As a result, the County of Riverside saves thousands of dollars in training expenses each year.

ATTACHMENTS:

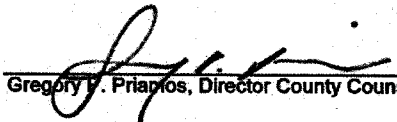
- A. Sole Source Justification
- B. Amendment One to the Training License Agreement


Lani Sioson, Principal Management Analyst

9/25/2018


Tina Grande, Assistant Purchasing Director

9/25/2018


Gregory J. Priamos, Director County Counsel

9/25/2018

RIVCO HR

putting people first

Date: September 17, 2018
From: Brenda Diederichs, Assistant CEO / HR Director
To: Board of Supervisors/Purchasing Agent
Via: Jennifer Fuller, Deputy HR Director – (951) 955-3557
Subject: Sole or Single Source Procurement; Request for Franklin Covey

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** FranklinCovey

2. **Vendor ID:** 0000005864

3. **Single Source** **Sole Source**
(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

Yes **No**
SSJ# 16-559

4a. **Was the request approved for a different project?**

Yes **No**



Brenda L. Diederichs
Assistant CEO/HR Director

Michael Bowers - Assistant HR Director
Robin Downs - Assistant HR Director
Brandi Hune - Assistant HR Director
Jennifer Fuller - Deputy HR Director
Diane Rundles - Deputy HR Director

JDF
9/17/18

5. Supply/Service being requested:

Training and materials, to include All Access Pass Plus licenses and LMS integration.

6. Unique features of the supply/service being requested from this supplier.

FranklinCovey is the only approved supplier of the training material used in conjunction with its licensed programs. In addition to being part of an integrated development system, FranklinCovey courses include core concepts both consistent with and build upon concepts currently taught in other powerful courses such as Crucial Conversations. FranklinCovey courses are strategically designed to help achieve the organization's highest priorities. The All Access Pass Plus licenses will allow utilization of a larger selection of solutions.

6. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Since 2006, the County of Riverside, COR Learning Center, has obtained training and materials from FranklinCovey. FranklinCovey courses build the competencies identified as necessary for County of Riverside managers, supervisors, and leaders to be effective in building and sustaining a high-performance culture.

7. Period of Performance: From: 08/01/2018 to 06/30/2021
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

- 8. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY19	FY20	FY21	FY__	FY__	Total
One-time Costs:						
<i>Amendment One</i>	\$19,078	\$19,078	\$19,078			\$57,234
Previous SSI Approved Amounts:						

SSJ 16-559	\$175,000	\$175,000	\$175,000			\$525,000
Total	\$175,000	\$175,000	\$175,000			\$525,000

Note: We are only adding a service. We are not increasing the contract maximum.

9. Price Reasonableness:

The price offered is at an \$18 discount per license. Current pricing is at \$275 per license. The County can purchase at \$257 per license.

10. Projected Board of Supervisor Date (if applicable): N/A 10/2/18
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)



Brenda Diederichs

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 175,000 / per fiscal year through 2021 (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

[Handwritten Signature]

9/19/18

19-051

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

**AMENDMENT ONE
TO THE
TRAINING LICENSE AGREEMENT**

This Amendment One to the Training License Agreement (the "Amendment") is made and entered into as of September 13, 2018, by and between **Franklin Covey Client Sales, Inc.**, a Utah corporation, having its principal offices at 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and **the County of Riverside**, a political subdivision of the state of California, with offices at 3450 14th Street, Office 118, Riverside, CA 92501 ("Client").

WHEREAS, FranklinCovey and Client have entered into that certain Training License Agreement dated July 31, 2006 (the "Agreement"); and,

WHEREAS, FranklinCovey and Client desire to amend the Agreement; and,

WHEREAS, Client desires to access FranklinCovey's All Access Pass Plus as identified in Exhibit C attached hereto;

NOW THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree as follows:

1. Term. Paragraph 3) Term of the Agreement is hereby amended to read as follows:

"The term of the license granted hereunder shall commence with the date of execution of this Agreement and shall continue in effect until June 30, 2019, unless sooner terminated pursuant to paragraph 16 of this Agreement. The parties shall have two one-year options to extend the term by a written amendment signed by the authorized representatives of both parties."

2. Fees. Paragraph 4) Fees of the Agreement is hereby amended to read as follows:

"Client shall pay to FranklinCovey for each Participant attending Facilitated Training the participant fee(s) for materials shown on the attached Exhibit(s). Client shall further pay the fee(s) shown on the attached Exhibit(s) for each individual attending a Facilitator Certification Workshop. Client is also responsible for travel, lodging, meals and other incidental expenses incurred by individuals attending a Certification Workshop, and FranklinCovey representatives who provide a Certification Workshop at a location sponsored by Client. Client will provide, at its expense, a suitable training facility for Client sponsored Certification Workshops. Maximum payments by Client to FranklinCovey shall not exceed \$175,000 annually, including all expenses. Client is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products."

3. Miscellaneous. Paragraph 17) Miscellaneous of the Agreement is hereby amended to read as follows:

"This Agreement is not a license to use any materials not specifically set forth on the attached Exhibit(s). This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. The terms of this Agreement shall prevail over any inconsistent terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. If action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed. The parties each acknowledge that they are separate entities, each of which has entered into this Agreement for independent business reasons. The relationship of the parties hereunder is that of independent contractors and nothing contained

herein shall be deemed to create a joint venture, employer/employee relationship, partnership, or any other relationship. FranklinCovey is an Affirmative Action/Equal Opportunity Employer, and as such complies with the EEO clause of EO 11246, as amended, and 41 CFR 60-741.4 and 41 CFR 60-250.4.”

4. Indemnification and Insurance. The Agreement is hereby amended to add Paragraph 18) Indemnification and Insurance as follows:

“18) Indemnification and Insurance. FranklinCovey shall indemnify, defend, and hold harmless the Client, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives from any and all costs, fees, expenses, damages, payments, liability, action, or claim whatsoever, based or asserted upon any claim that FranklinCovey’s intellectual property including, but not limited to, FranklinCovey’s Programs, Facilitator Materials, Participant Materials, or other related materials infringes any patent, copyright, trade secret or other proprietary right of a third party. Client shall defend, indemnify, and hold harmless FranklinCovey, its Affiliates, and their respective directors, officers, employees, successors, licensors, and assigns from any and all costs, fees, and damages resulting from any claim, suit or action against FranklinCovey resulting from the misuse of FranklinCovey’s intellectual property. FranklinCovey shall procure and maintain for the duration of the Agreement insurance against claims or damages which may arise from the products or in connection with the performance of the services hereunder by FranklinCovey, its agents, representatives, or employees including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. FranklinCovey shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by FranklinCovey in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If FranklinCovey maintains broader coverage and/or higher limits than the minimums shown above, Client shall be entitled to the broader coverage and/or higher limits maintained by FranklinCovey.”

5. Exhibit C. Exhibit C, Franklin Covey All Access Pass™ Plus License Agreement, is hereby made part of the Agreement. Upon execution of this Amendment, Client shall be allowed to have certain of its employees (“Passholders”) have access to the FranklinCovey Solutions (described below in Exhibit C) maintained on FranklinCovey’s All Access Pass™ platform located in the United States (the “Portal”). For the All Access Pass FranklinCovey Solutions, Client agrees to abide by all limitations and specifications as set forth in Exhibit C and C-1 as attached hereto and incorporated herein by this reference.
6. Unmodified Terms of Agreement. FranklinCovey and Client approve, affirm and ratify the Agreement and the on-going rights and obligations provided by the Agreement. This Amendment is in addition to and does not replace the Agreement. All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. In the event of a conflict between a term or provision in this Amendment and the Agreement, the term or provision of this Amendment shall prevail. Nothing herein shall constitute a waiver or release of any rights that either party may have under the Agreement, including but not limited to the right to terminate the Agreement. All capitalized terms that are not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed and entered into this Amendment as of the date first written above.

Franklin Covey Client Sales, Inc., a Utah
corporation

The County of Riverside, a political subdivision of the
State of California

By: A. O'Connor

By: _____

Printed Name: Anna O'Connor

Chuck Washington
Chairman, Board of Supervisors

Title: Director of Finance

Date: _____


Michael Bettin
Approved
FC Legal

Digitally signed
by Michael Bettin
Date: 2018.09.14
12:31:13 -06'00'

ATTEST:

Kecia Harper-Ithem
Clerk of the Board

By: _____

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Danielle Maland
Deputy County Counsel

Date: _____



FranklinCovey Client Sales, Inc.
2200 West Parkway Boulevard
Salt Lake City, Utah 84119

Exhibit C
FRANKLIN COVEY ALL ACCESS PASS™ PLUS
LICENSE AGREEMENT

FranklinCovey Solutions

- | | |
|---|--|
| <ul style="list-style-type: none"> Building Business Acumen™ Closing the Sale® Filling Your Pipeline® Find Out WHY: The Key to Successful Innovation™ FranklinCovey Excelerators™ FranklinCovey Insights™ Jhana™: Bite-Sized Learning for Leaders Leaders @ Change™ Leadership Foundations™ Leadership Modules™ Leadership: Great Leaders, Great Teams, Great Results™ Leading at the Speed of Trust® Leading Customer Loyalty™ Managing Millennials™ Meeting Advantage™ | <ul style="list-style-type: none"> Millennials @ Work™ Presentation Advantage® Project Management Essentials® Qualifying Opportunities® Speed of Trust® Foundations The 4 Disciplines of Execution® The 4 Essential Roles of Leadership™ The 5 Choices to Extraordinary Productivity® The 6 Critical Practices for Leading a Team™ The 7 Habits for Managers® The 7 Habits of Highly Effective People® Foundations The 7 Habits of Highly Effective People® Signature Program The 7 Habits® Leader Implementation Writing Advantage® |
|---|--|

License Information

Pass Type	License Start Date	License End Date	Term (Years)	Number of Pass Holders*	Adobe Connect Licenses	Final Net Price	Fee Per Additional Passholder
All Access Pass Plus	7/1/2018	6/30/2019	1.00	63	1	\$16,178.40	\$256.80
All Access Pass Plus	7/1/2018	6/30/2019	1.00	1-350	-	TBD	\$256.80
All Access Pass Plus	7/1/2018	6/30/2019	1.00	351+	-	TBD	\$235.40

Additional Services/Products*

Product	Qty	Price
LMS Integration - Full Catalog	1	\$2,900.00
Pre-Packaged Participant Kit	1	\$35/Kit
Pre-Packaged Facilitator Kit	1	\$100/Kit

*Client may contact FranklinCovey via email to purchase additional products and/or services. For some products and services where additional terms are necessary, an order form will be issued.

Terms and Conditions

- A. Grant of Rights.** FranklinCovey grants Client, including its Affiliates (meaning an entity that controls, is controlled by, or is under common control with the Client where "control" means ownership of 50% or greater of the equity of that entity or the ability to direct the management of that entity), a limited, non-exclusive, non-transferable, revocable license for the Passholders, for whom fees have been paid, to (a) print or download onto computers or tablets the participant and facilitator materials as they exist (collectively "Materials"); and (b) create "Compilations," which means a Passholder's right to take portions of the downloadable Materials and use them in accordance with the terms of this Exhibit and the Guidelines attached hereto as Exhibit C-1.
- B. Limitations to Grant of Rights.** Client agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, as amended). Client will effectively communicate to its Passholders that the Materials are copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall file share, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Materials. Client acknowledges and agrees that it will take commercially practicable means as technologically feasible to prevent the Materials from being used or accessed except as provided herein. The rights granted in this Exhibit are restricted for use within the United States and Canada. Upgrades and updates to the FranklinCovey Solutions are not included in the license fee. Materials designated as "Facilitator Materials" are intended for use by Passholders certified to deliver the FranklinCovey Solutions. Non-Passholders are not eligible for Passholder pricing.

- C. **4DX Operating Environment:** In order to ensure uninterrupted access and adequate performance, including needs for any third party software, plug-in, or other product requirement, Client must provide Adobe PDF Reader 8.0, reliable internet service, and one of the following supported browsers: Microsoft Internet Explorer 9.0; Safari 5.0; Firefox 4.0; Chrome 25 or upgraded versions of these browsers.
- D. **Fees and Payment Terms:** Client agrees to pay FranklinCovey the non-refundable, non-prorateable fees described above within thirty (30) days of the receipt of an invoice. Pricing does not include applicable sales and use tax, shipping & handling fees, or travel expenses, which are the responsibility of the Client. In the State of California, government agencies are not allowed to pay excess interest and late charges per Government Code Section 926.10. Pricing is subject to an annual price increase. Any price increases shall be negotiated between the parties and be set forth in a written amendment signed by both parties.
- E. **Third Party Restrictions:** The facilitator videos, FranklinCovey Insights and FranklinCovey Accelerators may not be modified or edited in any way. Certain facilitator program videos may not be embedded into the facilitator PowerPoint. Digital access is not available with certain ancillary participant materials. These program videos and materials, including, but not limited to *Creative Juicers*, *FranklinCovey Style Guide*, *Managing Essentials*, *Leadership Essentials*, and *Leadership Foundations Handbook*, may be purchased separately, upon request.
- F. **Limitation of Liability:** FranklinCovey does not make any warranty, guarantee or representation either express or implied (1) regarding the merchantability or fitness for a particular purpose of the FranklinCovey Solutions, or (2) that certain results may be obtained in connection with the use of the FranklinCovey Solutions. FranklinCovey does not assume any responsibility for any damage or loss caused by the misuse of the FranklinCovey Solutions, the misuse of software, hardware or systems of any third-party or Client. FranklinCovey shall not be liable for any consequential, incidental or punitive damages arising from this Exhibit or the FranklinCovey Solutions provided hereunder. Except for FranklinCovey's indemnification obligation, FranklinCovey's aggregate liability to Client in relation to any claims arising under this Exhibit shall not exceed the total amount paid to FranklinCovey under this Exhibit.

Exhibit C-1

GUIDELINES FOR ALL ACCESS PASSHOLDERS FOR CREATING COMPILATIONS

As a FranklinCovey Passholder, you are allowed to combine segments from the FranklinCovey content included in your pass, even with your own content, for use for the population included in your All Access Pass subject to the guidelines provided herein.

Consider this example: Your organization requires help with communication and trust. Using the listening skills from Habit 5 of *The 7 Habits of Highly Effective People*® Signature program and the 13 Trust Behaviors from *Speed of Trust*® Foundations, combine them to create a single training designed to improve these specific skills and behaviors.

Or, perhaps you have your own internal content on effective communication skills that reinforces your company's values, and you would like to combine it with related FranklinCovey content. As long as the FranklinCovey content is properly attributed, you can do this, as well, adding your own examples or application exercises to the FranklinCovey solution.

If you would like help designing custom solutions, your organization is eligible for discounted FranklinCovey Passholder pricing for our customization services.

The following guidelines are provided to ensure that FranklinCovey's intellectual property, as well as the intellectual property of our partners and other third parties, is respected as you work with our content.

What you can do:

- You are allowed to use FranklinCovey ideas, models, or concepts in combination with other FranklinCovey content included in your pass, or your own content for the Passholder population only identified in your All Access Pass, as long as they are properly attributed. The following statement is an example of proper attribution:
©FranklinCovey Co. All rights reserved. Used herein with permission under an existing license.
- You are required to include specific trademark notations ("®" or "™") found in our content. For example, *The 7 Habits of Highly Effective People*®.

What you can't do:

- You are not allowed to use FranklinCovey ideas, models, or concepts outside of the Passholder population covered by your FranklinCovey All Access Pass.
- You are not permitted to use FranklinCovey ideas, models or concepts without proper copyright attribution.
- You are not allowed to edit or disassemble quotes, videos, or extract music, images, or other media elements for use in a way that is separate from our content. We realize they may add professional appeal, but they are licensed materials limited for use, as is, within the FranklinCovey Solutions.
- You can't change the names, titles, or terminology of our content, or otherwise create "derivative works" as defined by U.S. copyright laws. For example, you aren't allowed to change, adapt, or modify the name of one of the 7 Habits® or change, adapt, or modify the shape of a model or diagram. You must use our content as it exists.
- You cannot sell, relicense, repackage, or otherwise give FranklinCovey content to others.
- You cannot do anything that compromises FranklinCovey's ownership of its intellectual property or its rights.
- You cannot use FranklinCovey intellectual property in a way that disparages its brand or tarnishes its image. FranklinCovey is proud of its content and wants it to be presented in the best possible way.

As long as you have a current FranklinCovey All Access Pass, you can continue to use our content as outlined above. If, for some reason, you choose not to renew your All Access Pass license, you must discontinue use of all FranklinCovey intellectual property including content, ideas, models, videos, music, and images. For additional details, please refer to the license between FranklinCovey and your organization.

**AMENDMENT ONE
TO THE
TRAINING LICENSE AGREEMENT**

This Amendment One to the Training License Agreement (the "Amendment") is made and entered into as of September 13, 2018, by and between **Franklin Covey Client Sales, Inc.**, a Utah corporation, having its principal offices at 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and **the County of Riverside**, a political subdivision of the state of California, with offices at 3450 14th Street, Office 118, Riverside, CA 92501 ("Client").

WHEREAS, FranklinCovey and Client have entered into that certain Training License Agreement dated July 31, 2006 (the "Agreement"); and,

WHEREAS, FranklinCovey and Client desire to amend the Agreement; and,

WHEREAS, Client desires to access FranklinCovey's All Access Pass Plus as identified in Exhibit C attached hereto;

NOW THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree as follows:

1. Term. Paragraph 3) Term of the Agreement is hereby amended to read as follows:

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herein shall be deemed to create a joint venture, employer/employee relationship, partnership, or any other relationship. FranklinCovey is an Affirmative Action/Equal Opportunity Employer, and as such complies with the EEO clause of EO 11246, as amended, and 41 CFR 60-741.4 and 41 CFR 60-250.4.”

4. Indemnification and Insurance. The Agreement is hereby amended to add Paragraph 18) Indemnification and Insurance as follows:

“18) Indemnification and Insurance. FranklinCovey shall indemnify, defend, and hold harmless the Client, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives from any and all costs, fees, expenses, damages, payments, liability, action, or claim whatsoever, based or asserted upon any claim that FranklinCovey’s intellectual property including, but not limited to, FranklinCovey’s Programs, Facilitator Materials, Participant Materials, or other related materials infringes any patent, copyright, trade secret or other proprietary right of a third party. Client shall defend, indemnify, and hold harmless FranklinCovey, its Affiliates, and their respective directors, officers, employees, successors, licensors, and assigns from any and all costs, fees, and damages resulting from any claim, suit or action against FranklinCovey resulting from the misuse of FranklinCovey’s intellectual property. FranklinCovey shall procure and maintain for the duration of the Agreement insurance against claims or damages which may arise from the products or in connection with the performance of the services hereunder by FranklinCovey, its agents, representatives, or employees including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. FranklinCovey shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by FranklinCovey in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If FranklinCovey maintains broader coverage and/or higher limits than the minimums shown above, Client shall be entitled to the broader coverage and/or higher limits maintained by FranklinCovey.”

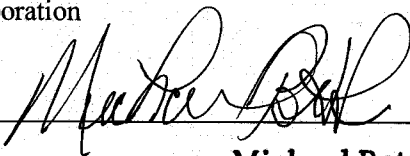
5. Exhibit C. Exhibit C, Franklin Covey All Access Pass™ Plus License Agreement, is hereby made part of the Agreement. Upon execution of this Amendment, Client shall be allowed to have certain of its employees (“Passholders”) have access to the FranklinCovey Solutions (described below in Exhibit C) maintained on FranklinCovey’s All Access Pass™ platform located in the United States (the “Portal”). For the All Access Pass FranklinCovey Solutions, Client agrees to abide by all limitations and specifications as set forth in Exhibit C and C-1 as attached hereto and incorporated herein by this reference.

6. Unmodified Terms of Agreement. FranklinCovey and Client approve, affirm and ratify the Agreement and the ongoing rights and obligations provided by the Agreement. This Amendment is in addition to and does not replace the Agreement. All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. In the event of a conflict between a term or provision in this Amendment and the Agreement, the term or provision of this Amendment shall prevail. Nothing herein shall constitute a waiver or release of any rights that either party may have under the Agreement, including but not limited to the right to terminate the Agreement. All capitalized terms that are not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed and entered into this Amendment as of the date first written above.

Franklin Covey Client Sales, Inc., a Utah corporation

By: 

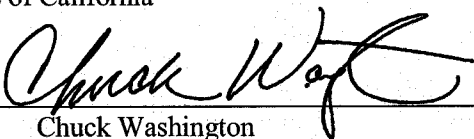
Printed Name: **Michael Bettin**
Director, Legal Services

Title: _____



Digitally signed
by Michael Bettin
Date: 2018.09.14
12:31:13 -06'00'

The County of Riverside, a political subdivision of the State of California

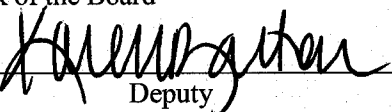
By: 

Chuck Washington
Chairman, Board of Supervisors

Date: OCT 02 2018


ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Date: 9/21/18



FranklinCovey Client Sales, Inc.
2200 West Parkway Boulevard
Salt Lake City, Utah 84119

Exhibit C FRANKLIN COVEY ALL ACCESS PASS™ PLUS LICENSE AGREEMENT

FranklinCovey Solutions

- | | |
|--|--|
| <ul style="list-style-type: none"> Building Business Acumen™ Closing the Sale® Filling Your Pipeline® Find Out <i>WHY</i>: The Key to Successful Innovation™ FranklinCovey Excelerators® FranklinCovey Insights™ Jhana®: Bite-Sized Learning for Leaders Leaders @ Change™ Leadership Foundations™ Leadership Modules™ Leadership: Great Leaders, Great Teams, Great Results® Leading at the Speed of Trust® Leading Customer Loyalty™ Managing Millennials™ Meeting Advantage™ | <ul style="list-style-type: none"> Millennials @ Work™ Presentation Advantage® Project Management Essentials® Qualifying Opportunities® Speed of Trust® Foundations The 4 Disciplines of Execution® The 4 Essential Roles of Leadership™ The 5 Choices to Extraordinary Productivity® The 6 Critical Practices for Leading a Team™ The 7 Habits for Managers® The 7 Habits of Highly Effective People® Foundations The 7 Habits of Highly Effective People® Signature Program The 7 Habits® Leader Implementation Writing Advantage® |
|--|--|

License Information

Pass Type	License Start Date	License End Date	Term (Years)	Number of Pass-holders*	Adobe Connect Licenses	Final Net Price	Fee Per Additional Passholder
All Access Pass Plus	7/1/2018	6/30/2019	1.00	63	1	\$16,178.40	\$256.80
All Access Pass Plus	7/1/2018	6/30/2019	1.00	1-350	-	TBD	\$256.80
All Access Pass Plus	7/1/2018	6/30/2019	1.00	351+	-	TBD	\$235.40

Additional Services/Products*

Service/Product	Quantity	Price
LMS Integration - Full Catalog	1	\$2,900.00
Pre-Packaged Participant Kit	1	\$35/Kit
Pre-Packaged Facilitator Kit	1	\$100/Kit

*Client may contact FranklinCovey via email to purchase additional products and/or services. For some products and services where additional terms are necessary, an order form will be issued.

Terms and Conditions

- A. **Grant of Rights.** FranklinCovey grants Client, including its Affiliates (meaning an entity that controls, is controlled by, or is under common control with the Client where "control" means ownership of 50% or greater of the equity of that entity or the ability to direct the management of that entity), a limited, non-exclusive, non-transferable, revocable license for the Passholders, for whom fees have been paid, to (a) print or download onto computers or tablets the participant and facilitator materials as they exist (collectively "Materials"); and (b) create "Compilations," which means a Passholder's right to take portions of the downloadable Materials and use them in accordance with the terms of this Exhibit and the Guidelines attached hereto as Exhibit C-1.
- B. **Limitations to Grant of Rights.** Client agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, as amended). Client will effectively communicate to its Passholders that the Materials are copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall file share, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Materials. Client acknowledges and agrees that it will take commercially practicable means as technologically feasible to prevent the Materials from being used or accessed except as provided herein. The rights granted in this Exhibit are restricted for use within the United States and Canada. Upgrades and updates to the FranklinCovey Solutions are not included in the license fee. Materials designated as "Facilitator Materials" are intended for use by Passholders certified to deliver the FranklinCovey Solutions. Non-Passholders are not eligible for Passholder pricing.

- C. **4DX Operating Environment:** In order to ensure uninterrupted access and adequate performance, including needs for any third party software, plug-in, or other product requirement, Client must provide Adobe PDF Reader 8.0, reliable internet service, and one of the following supported browsers: Microsoft Internet Explorer 9.0; Safari 5.0; Firefox 4.0; Chrome 25 or upgraded versions of these browsers.
- D. **Fees and Payment Terms.** Client agrees to pay FranklinCovey the non-refundable, non-prorateable fees described above within thirty (30) days of the receipt of an invoice. Pricing does not include applicable sales and use tax, shipping & handling fees, or travel expenses, which are the responsibility of the Client. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. Pricing is subject to an annual price increase. Any price increases shall be negotiated between the parties and be set forth in a written amendment signed by both parties.
- E. **Third Party Restrictions.** The facilitator videos, FranklinCovey InSights and FranklinCovey Exceelerators may not be modified or edited in any way. Certain facilitator program videos may not be embedded into the facilitator PowerPoint. Digital access is not available with certain ancillary participant materials. These program videos and materials, including, but not limited to *Creative Juicers*, *FranklinCovey Style Guide*, *Managing Essentials*, *Leadership Essentials*, and *Leadership Foundations Handbook*, may be purchased separately, upon request.
- F. **Limitation of Liability:** FranklinCovey does not make any warranty, guarantee or representation either express or implied (1) regarding the merchantability or fitness for a particular purpose of the FranklinCovey Solutions, or (2) that certain results may be obtained in connection with the use of the FranklinCovey Solutions. FranklinCovey does not assume any responsibility for any damage or loss caused by the misuse of the FranklinCovey Solutions, the misuse of software, hardware or systems of any third-party or Client. FranklinCovey shall not be liable for any consequential, incidental or punitive damages arising from this Exhibit or the FranklinCovey Solutions provided hereunder. Except for FranklinCovey's indemnification obligation, FranklinCovey's aggregate liability to Client in relation to any claims arising under this Exhibit shall not exceed the total amount paid to FranklinCovey under this Exhibit.

Exhibit C-1

GUIDELINES FOR ALL ACCESS PASSHOLDERS FOR CREATING COMPILATIONS

As a FranklinCovey Passholder, you are allowed to combine segments from the FranklinCovey content included in your pass, even with your own content, for use for the population included in your All Access Pass subject to the guidelines provided herein.

Consider this example: Your organization requires help with communication and trust. Using the listening skills from Habit 5 of *The 7 Habits of Highly Effective People*® Signature program and the 13 Trust Behaviors from *Speed of Trust*® *Foundations*, combine them to create a single training designed to improve these specific skills and behaviors.

Or, perhaps you have your own internal content on effective communication skills that reinforces your company's values, and you would like to combine it with related FranklinCovey content. As long as the FranklinCovey content is properly attributed, you can do this, as well, adding your own examples or application exercises to the FranklinCovey solution.

If you would like help designing custom solutions, your organization is eligible for discounted FranklinCovey Passholder pricing for our customization services.

The following guidelines are provided to ensure that FranklinCovey's intellectual property, as well as the intellectual property of our partners and other third parties, is respected as you work with our content.

What you can do:

- You are allowed to use FranklinCovey ideas, models, or concepts in combination with other FranklinCovey content included in your pass, or your own content for the Passholder population only identified in your All Access Pass, as long as they are properly attributed. The following statement is an example of proper attribution:
©FranklinCovey Co. All rights reserved. Used herein with permission under an existing license.
- You are required to include specific trademark notations (® or ™) found in our content. For example,
The 7 Habits of Highly Effective People®

What you can't do:

- You are not allowed to use FranklinCovey ideas, models, or concepts outside of the Passholder population covered by your FranklinCovey All Access Pass.
- You are not permitted to use FranklinCovey ideas, models or concepts without proper copyright attribution.
- You are not allowed to edit or disassemble quotes, videos, or extract music, images, or other media elements for use in a way that is separate from our content. We realize they may add professional appeal, but they are licensed materials limited for use, as is, within the FranklinCovey Solutions.
- You can't change the names, titles, or terminology of our content, or otherwise create "derivative works" as defined by U.S. copyright laws. For example, you aren't allowed to change, adapt, or modify the name of one of the 7 Habits® or change, adapt, or modify the shape of a model or diagram. You must use our content as it exists.
- You cannot sell, relicense, repackage, or otherwise give FranklinCovey content to others.
- You cannot do anything that compromises FranklinCovey's ownership of its intellectual property or its rights.
- You cannot use FranklinCovey intellectual property in a way that disparages its brand or tarnishes its image. FranklinCovey is proud of its content and wants it to be presented in the best possible way.

As long as you have a current FranklinCovey All Access Pass, you can continue to use our content as outlined above. If, for some reason, you choose not to renew your All Access Pass license, you must discontinue use of all FranklinCovey intellectual property including content, ideas, models, videos, music, and images. For additional details, please refer to the license between FranklinCovey and your organization.