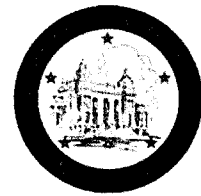


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.18  
(ID # 11332)

**MEETING DATE:**

Tuesday, December 17, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT  
DIVISION: Accept the State of California Employment Training Panel (ETP)  
Funds and Ratify the Professional Services Agreement for State of California  
ETP Funds Between the County of Riverside and University of California  
Riverside Extension to Provide ETP Retraining Services to Employers and  
Employees for Fiscal Years 2019/20 and 2020/21; All Districts, [\$166,788 - 100%  
State ETP Funds] CEQA Exempt.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept \$166,788 in State of California Employment Training Panel (ETP) funding (ETP Grant);
2. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);

**ACTION:**Policy


Robert Field, Assistant County Executive Officer/ECD 11/26/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 17, 2019  
xc: EDA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

3. Ratify and approve the attached ETP Contract Multiple Employer ET20-0187 between Riverside County Economic Development Agency and the State of California Employment Training Panel (ETP Agreement) to reimburse ETP training costs for the period November 11, 2019 through November 10, 2021, for a maximum total amount of \$166,788, and authorize the Assistant County Executive Officer/ECD, or designee, to execute the ETP Agreement on behalf of the County;
4. Ratify and approve the selection of the University of California, Riverside (UCR) Extension to provide training services under the ETP Grant;
5. Ratify and approve the Professional Services Agreement for State of California ETP Funds Between County of Riverside and UCR Extension (Subrecipient Agreement) in the maximum total amount of \$134,598 for the period November 11, 2019 through November 10, 2021, and authorize the Assistant County Executive Officer/ECD, or designee, to execute the Subrecipient Agreement on behalf of the County;
6. Authorize the Assistant County Executive Officer/ECD to take necessary steps to implement the ETP Agreement and Subrecipient Agreement including, but not limited to, executing any non-substantive amendments, subject to approval by County Counsel; and
7. Direct staff to file a Notice of Exemption with the County Clerk within five (5) working days.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 166,788	\$ 0	\$ 166,788	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State of California Employment Training Panel funds, 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2019/20; 2020/21	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The Employment Training Panel (ETP) is a State of California business and labor-supported program that funds the costs of vocational training for high wage, high skilled jobs for employees of companies that face out-of-state competition. The ETP program objective is job retention. Since 2004, the Economic Development Agency's Workforce Development Division (EDA) has received ETP funding and partnered with UCR Extension to train and retain over 1,200 existing employees of local manufacturers.

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

On November 1, 2019, as a result of EDA's application for ETP funds, the State awarded EDA and ETP Grant of \$166,788 for fiscal years 2019/20 and 2020/21 to train 230 existing employees in six (6) occupations. EDA is the administrative entity for the ETP Agreement, attached hereto, and proposes subcontracting ETP-funded retraining services to employers and their workers. Following a competitive request for qualifications, UCR Extension was selected as the training provider.

Staff recommends that the Board of Supervisors accept the ETP Grant, ratify the ETP Agreement, authorize an allocation of ETP funds to UCR Extension as training provider, and ratify the attached Subrecipient Agreement with UCR Extension. Ratification is needed to ensure a timely start of training by UCR Extension to complete all worker trainings within the two year term of the agreements. UCR Extension is committed to completion of training with employers within the time allotted through the ETP Grant to retain valuable workers.

Pursuant to the California Environmental Quality Act (CEQA), the ETP program and corresponding activities were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" exemption. The Project includes provision of training for existing employees of local businesses. It can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned training will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of this item.

**Impact on Residents and Businesses**

ETP customized training funds ensure employers continue to enhance their workers' skills, remain globally competitive and provide long-term employment to their employees by assisting in upgrading skills to the latest technologies necessary to meet current and future challenges.

**Additional Fiscal Information**

The ETP program is funded by the Employment Training Tax paid by California employers and no County general funds are utilized for this project.

**Contract History and Price Reasonableness**

EDA issued a Request for Proposal for ETP funds on July 15, 2019, to solicit proposals to provide customized curriculum and training to employees in need of skill upgrade training of identified companies to remain globally competitive and retain their workforce. A single proposal was received from UCR Extension and, based upon their prior experience, price reasonableness and successful delivery of training services, an allocation of ETP funds to provide retraining services is recommended.

**Attachments:**

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

- ETP Agreement with State of California Employment Training Panel
- Subrecipient Agreement with UCR Extension
- Notice of Exemption (Executed)

  
\_\_\_\_\_  
Gregory H. Priamos, Director County Counsel      12/4/2019



**ETP Contract**  
**Multiple Employer**  
**ET20-0187**

**Riverside County Economic Development Agency**  
**Training Project**

This ETP Funding Contract (Contract) is entered into between the Employment Training Panel (ETP or Panel) and Riverside County Economic Development Agency (Contractor).

This Contract is for the reimbursement of training costs by the Panel pursuant to its authority at Unemployment Insurance Code Section 10200 *et seq.* The term is from November 11, 2019 to November 10, 2021. Said reimbursement shall be disbursed from the Employment Training Fund in a total amount not to exceed \$166,788 (Approved Amount).

This Contract consists of five Sections and four Exhibits, as shown below:

- Section 1. Recitals
- Section 2. Representations
- Section 3. Performance Standards
- Section 4. Payment Details
- Section 5. General Provisions

- Exhibit A: Chart 1
- Exhibit B: Menu Curriculum
- Exhibit C: Subcontracts
- Exhibit D: Definitions

Exhibits A through D are hereby incorporated-by-reference as part of this Contract, as if fully set forth herein.

1. Recitals

The parties are entering this Contract to promote a healthy labor market in California. The purpose of this Contract is to reimburse training costs from the Employment Training Fund in keeping with ETP program goals at Unemployment Insurance Code Section 10200 *et seq.*

In entering this Contract, the parties recognize the value of training, particularly the need for California employers to remain competitive in a global business environment. The parties agree that good and valuable consideration exists for this Contract.

## 2. Representations

- 2.1 Legislative Appropriation: Contractor understands that payment under this Contract is valid and enforceable only if sufficient funds are appropriated in the State Budget Act for the relevant Fiscal Year. Payment under this Contract is subject to any additional restrictions, limitations or conditions imposed by the Legislature, in the Budget Act or otherwise. If sufficient funds are not appropriated or otherwise made available for disbursement from the Employment Training Fund as needed for this Contract, the Panel's liability for payment shall be limited to available funds and payment shall be disbursed only for the actual hours of training delivered as of the date Contractor receives a Notice of unavailable funds from ETP.
- 2.2 Incremental Encumbrance: This Contract shall be incrementally encumbered insofar as only a percentage of the total Amount Approved will be made available for payment in the first and subsequent Fiscal Year(s).
- 2.3 Development Fees: Contractor represents that ETP funds will not be used to pay for any fees or costs incurred prior to the Panel's approval of funding under this Contract.
- 2.4 Criteria for Participating Employers: Contractor is aware that all participating employers must be subject to paying the Employment Training Tax for each trainee. Contractor is aware that all participating employers must face out-of-state competition, unless funded under Special Employment Training. Contractor is aware that all participating employers must have no more than a 20% turnover rate in the prior calendar year. Contractor is aware that training agencies are not eligible as Participating Employers.
- 2.5 Funding Limitations: Contractor is aware of Funding Limitations established by the Panel and published on the ETP Website as of the effective date of this Contract. Contractor represents that it will adhere to these Limitations in its recruitment and selection of Participating Employers.
- 2.6 Confidentiality: The Panel represents that trainee Social Security Numbers will only be used to access trainee employment and wage history in the Unemployment Insurance data base maintained by the Employment Development Department. The Panel represents that trainee demographic information will only be used to compile statistical data, in the aggregate. The Panel represents that the Social Security Numbers and demographic information will be maintained in confidence using administrative, technical and physical safeguards. Contractor understands that it is solely responsible for obtaining this confidential information from the participating employers or trainees, along with any written release it deems necessary. ETP represents that there is no statutory or regulatory requirement for a written release.
- 2.7 In-Kind Contribution: Contractor represents that participating employers will make a financial commitment to training and will not use ETP funding to displace their own training resources. In addition, Contractor represents that In-Kind Contributions of at least \$132,204 will be made to the cost of training, through wages paid during the hours of training by participating employers and other valuations made in accordance with Title 22, California Code of Regulations (CCR), Section 4401.1.
- 2.8 Job-related Training: Contractor represents that training will be in job-related skills.
- 2.9 Compensation During Retraining: Contractor is aware of the standards for compensating incumbent employees during "mandatory" training in accordance with state and federal

work orders.

- 2.10 HUA Wage Modification: Contractor represents that post-retention wages will exceed pre-retention wages for trainees receiving the High Unemployment Area (HUA) wage modification, in accordance with Title 22, CCR, Section 4429(e).
- 2.11 Charges to Trainees: Contractor understands that it cannot charge tuition, fees, or costs to trainees for training funded under this Contract without prior written approval by the Executive Director of ETP.
- 2.12 Tuition Reimbursement: Contractor represents that it will not charge, or will fully reimburse trainees for any tuition, fees, or costs they may have already paid for training that is funded by ETP.
- 2.13 Nondiscrimination: Contractor represents that participating employers will be "equal opportunity" employers compliant with all state and federal laws pertaining to fair employment practices.
- 2.14 Trainer Credentials: Contractor represents that training will only be delivered by instructors who are competent in the subject matter. Contractor represents that: a) instructors will satisfy certification and licensing requirements as may be applicable; b) any trainee who is also a trainer will complete all class/lab hours in each topic of training prior to delivery of training on that topic.
- 2.15 Responsibility: Contractor understands that it is directly responsible for the administration and delivery of all training funded under this Contract.
- 2.16 Liaison: Contractor represents that it will fully inform all participating employers about their rights and obligations under the training project funded under this Contract, and will periodically review their participation for compliance with the performance standards of this Contract. Contractor represents that it will promptly inform ETP of any discrepancy or problem regarding the role or performance of participating employers under this Contract.
- 2.17 Professional Employer Organization: Contractor understands that participating employers may only use the services of a PEO if, under their services agreement, they operate as co-employers. This means the participating employers must not fully relinquish the responsibility to pay wages; make benefit payments; and withhold, collect, report and remit payroll-related taxes, including the Employment Training Tax. Contractor understands that participating employers must retain the exclusive right to direct and control the work performed by trainees during retention, and to set the amount of their post-retention wages.
- 2.18 Misrepresentation: Contractor understands that any misrepresentation of material fact made by it or its agent to the Panel or ETP staff, whether set forth herein or otherwise, constitutes grounds for immediate termination of this Contract.
- 2.19 Union Representation: Contractor represents that participating employers will be required to submit union letters of support for all trainees that are represented.

### 3. Performance Standards

- 3.1 Payment Earned: Contractor shall not be entitled to retain the Progress Payments or Final Payment for any trainee unless it demonstrates compliance with the requirements set forth in this Contract. (See definition of Payment Earned in Exhibit D.) Contractor must demonstrate compliance using ETP procedures, to the sole satisfaction of ETP.
- 3.2 Hours of Training: Reimbursable hours of training will vary depending on the method of delivery. Advanced Technology (AT) is considered a method of delivery for this purpose. Class/Lab includes Videoconference, Simulated Laboratory and Productive Laboratory. Class/Lab may be delivered by the E-Learning methodology.
- 3.2.1 Class/Lab/Videoconference: Reimbursement is for actual hours of attendance, within the range of hours for each Job Number as identified in Exhibit B, Menu Curriculum and in Exhibit A, Chart 1. Each trainee must attend training for the minimum number of hours for payment to be earned, and payment cannot be earned for attendance beyond the maximum number of hours.
- 3.2.2 Range of Hours: Reimbursement for retraining is capped at 200 total training hours per-trainee.
- 3.3 Retention: All trainees must be employed by a participating employer on a full-time basis, with wages reported in California, for the applicable hours and time period of retention by Job Number. Retention cannot begin until the end of all training per-trainee, and must be completed within the term of this Contract.

Job Number: 1 Job Description: Priority/Retrainee  
 Job Number: 2 Job Description: SB<100 Retrainee

Retention is at least 90 consecutive days full-time with one employer. Full-time employment means 35 hours per week.

- 3.4 Post-Retention Wage: All trainees must earn at least the Post-Retention Wage identified for the county or region in which trainees are employed. Health benefits (employer share-of-cost for medical, dental and vision care) of up to \$2.50 per hour may be included in wages for Job Numbers 1-2.

Trainees must earn at least the State or local minimum wage rate (base wage) that is in effect at the time of final payment, regardless of the ETP Minimum Wage. If a higher minimum wage rate is in effect for a city or county within this Job Number, then that wage will prevail.

Job Number: 1 Job Description: Priority/Retrainee  
 Job Number: 2 Job Description: SB<100 Retrainee

Trainees must earn at least \$18.56 per hour in Los Angeles County; \$18.14 per hour in Orange County; and \$17.70 per hour in Riverside and San Bernardino Counties.

- 3.5 Trainee Eligibility: All trainees must meet the eligibility standards set forth in Unemployment Insurance Code Section 10201(c).

Moreover, the Contractor's own employees are not eligible for training under this Contract.



- 3.6 **Managers and Supervisors:** Managers and Supervisors must not exceed 20% of the total trainee population in Job Number 1, as shown in Exhibit A, Chart 1. This restriction is not applicable to Job Number 2. Otherwise, all trainees must be "frontline workers" within the meaning of Title 22, CCR, Section 4400(ee).
- 3.7 **Top-Level Executives:** Payment cannot be earned for Top-Level Executives in Job Number 1 who set company policy. Trainees employed in the occupation of President, Vice-President, Director, Chief Executive Officer, Chief Investment Officer, Chief Financial Officer, Chief Counsel, General Counsel, Chief Operating Officer and similar capacities are presumed to be Top-Level Executives. That presumption will be rebutted if the occupation(s) is identified in Exhibit A, Chart 1.
- 3.8 **Enrollment:** Eligibility for enrollment must be established prior to the start-of-training. To establish eligibility, Contractor must provide ETP with each trainee's Social Security Number. (See also Payments in Section 4.) Eligibility must be established, and enrollment must be reported, in the form and manner prescribed by ETP.
- 3.9 **Multiple Enrollment:** A trainee cannot be enrolled in the same Job Number more than once within the same project. A trainee can be enrolled in another Job Number, but only after having completed the minimum number of hours designated for the Job Number in which originally enrolled, and having satisfied the retention and minimum wage requirements applicable to the original Job Number. Thus, enrollment in another Job Number must follow Final Payment under the original Job Number.
- Upon enrollment in another Job Number, a trainee must again satisfy the retention and minimum wage requirements, as applicable. The retention requirement cannot be satisfied simultaneously for more than one Job Number.
- 3.10 **Training Ratio:** The trainer-to-trainee ratio must not exceed 1:20 for Class/Lab training. However, for courses certified by OSHA (HAZWOPER) and courses approved or certified by the Department of Transportation (HAZMAT) the ratio must not exceed 1:40.
- 3.11 **Occupations:** Training shall be funded only for trainees working in the occupations approved by the Panel for each Job Number, as shown in "Exhibit A, Chart 1."
- 3.12 **Relocation:** Contractor will be liable for repaying ETP for any training funds received, for any Participating Employer that relocates or closes the California facility at which training was provided to a location out-of-state; or transfers trainee jobs to a location out-of-state, within three years of termination of this Contract. The repayment demand will be made at the discretion of the Panel in accordance with the standards set forth in Title 22, CCR, Section 4446.5. The voluntary transfer by one or more employees to another facility located outside of California, absent facility relocation, does not constitute a relocation or closure under this Section.

#### 4. Payment Details

- 4.1 Reimbursement Rate: Contractor will be reimbursed at an hourly rate per trainee, based on the delivery method and type of training. (See definition of Reimbursement Rate, Exhibit D). All Laboratory, E-Learning, and Videoconference training is reimbursed at the Class/Lab rate.

In Job Numbers 1-2 the hourly rate is \$23 per-trainee for Class/Lab Training in accordance with the types of training identified in Exhibit B, Menu Curriculum.

- 4.2 Support Costs: Contractor will also be reimbursed up to \$10,848 for outreach and recruitment of participating employers by an 8% adjustment to the Program Costs for Job Numbers 1-2. (See Contract Totals in Exhibit A, Chart 1 and definition of Program Costs in Exhibit D.)

- 4.3 Curriculum: ETP reimbursement is limited to the types of training approved for a given Job Number as shown in "Exhibit B: Menu Curriculum."

Literacy Skills is limited to 45% of the total training hours within the meaning of Title 22, CCR, Section 4420.

Safety training will be limited to 10% of the total training. However, no state or federally required safety training will be reimbursed by ETP.

- 4.4 Payments: A trainee must be enrolled and must have completed at least 8 hours of training before any payments will be made. Payments may be made in three stages on a per-trainee basis, by Job Number.

4.4.1 The first Progress Payment (P1) will be approximately 25% of the Average-Cost-per Trainee, payable upon enrollment and after the first eight hours of training.

4.4.2 The second Progress Payment (P2) will be paid upon completion of all training hours. Progress Payment (P1) and (P2) combined cannot exceed 75% of the Actual Cost per trainee within the range of training hours specified in Chart 1 for each Job Number.

Trainees invoiced for P2 will be deemed to have entered into the retention period applicable to the Job Number in which originally enrolled.

4.4.3 The Final Payment (F) is payable at the end of retention, based on hours of training actually completed with reference to the minimum and maximum hours.

- 4.5 Wage Reporting: Contractor must report the actual hourly wage paid for each trainee at the completion of retention. This information is used by ETP to verify full-time employment.

- 4.6 Administrative Costs: The hourly reimbursement rate includes an allowance for training administration. Administrative costs funded by ETP shall not exceed 13% of payment earned for Retraining.

- 4.7 Invoicing: Contractor must submit timely and accurate invoices for the Progress Payments and Final Payment, using the form and manner prescribed by ETP. The Fiscal Closeout invoicing should be submitted to ETP no later than 30 days after this Contract has

terminated.

- 4.8 Fiscal Closeout: Payments will be made by invoice on a per-trainee basis. The total payments must be reconciled for all trainees taken as a whole at the time of Fiscal Closeout.
- 4.9 Suspend Payment: ETP may, at its sole discretion, suspend or withhold any payment if it appears Contractor has or will fail to perform its obligations under this Contract. ETP shall give Contractor written Notice of the suspension/withhold and provide a reasonable opportunity for cure. This right to suspend or withhold payment is in addition to, and may be exercised concurrent with, termination.
- 4.10 Overpayment: The Progress Payments and Final Payment will not be earned until all performance standards and any other conditions of reimbursement have been satisfied. Contractor must promptly repay ETP for any overpayment identified at Final Closeout, or in a subsequent Audit. Repayment must include statutory interest computed from the first day of the month following the overpayment.
- 4.11 Unearned Payment: All unearned payments shall be returned to ETP with statutory interest computed from the first day of the month following the date the funds are received. If the Contractor petitions for bankruptcy, ETP shall be listed and scheduled as a creditor.
- 4.12 Liability Offset: Payments made or earned under this Contract may be used to offset any outstanding financial liabilities owed under a prior Contract at the sole discretion of ETP. This provision shall remain in full force and effect until the funds owed have been repaid, including statutory interest.

## 5. General Provisions

- 5.1 Party Intent: In the event of ambiguity, the intent of the parties shall be construed in accordance with the written proposal (ETP 130) and open-meeting discussions at the time the training proposal was considered by the Panel. In construing intent, the parties also agree to abide by the definitions set forth in Exhibit D of this Contract. Otherwise, words and phrases shall be given their common English meaning. Section headings are for convenience only, and not to be used to determine any of the rights or obligations of the parties.

In the event of a material discrepancy between the text of this Contract and Exhibit A, Chart 1, the latter shall prevail; but for wages in which case Post-Retention Wage in Section 3 shall prevail. All such discrepancies are subject to correction by Amendment.

- 5.2 Severability: If any provision of this Contract is held illegal, invalid or unenforceable in whole or in part it shall be modified to the minimum extent necessary; and, the remaining provisions shall not be affected thereby.
- 5.3 Subcontractor Identification: Contractor must identify all subcontractors as they become known, prior to and during the term of this Contract, in the form and manner prescribed by ETP. In so doing, Contractor must provide at least the following information: business name and address; contact person name, title, address, phone and email; description of services to be provided; and fees or rate payable.
- 5.4 Subcontract Terms: Contractor may subcontract with a third party for training or administrative services in connection with this Contract. ETP shall not be named as a party on any subcontract. A subcontract for administrative services must be in writing, and must be filed with ETP prior to its effective date. A subcontract or oral agreement for training services must be disclosed and its terms made available to ETP upon demand. An administrative subcontract must incorporate the provisions set forth under "Exhibit C: Subcontracts." ETP reserves the right to monitor the delivery of services under any subcontract. Contractor shall use best efforts to correct performance problems identified by ETP as a result of monitoring.
- 5.5 Participating Employers: Contractor must identify all participating employers as they become known, prior to and during the term of this Contract, in the form and manner prescribed by ETP. In so doing, Contractor must provide at least the following information: business name and address; contact person name, title, address, phone and email. Contractor may charge participating employers a refundable or nonrefundable deposit as specified in a mutual written contract signed by both parties, upon prior review and approval by ETP, as set forth in Title 22, CCR, Section 4409.1.
- 5.6 ETP Name: Any material used to promote this training project, and any other writing that uses the ETP name or logo, must be approved in advance by ETP.
- 5.7 Audits: ETP has the right, during normal business hours, to examine or audit any and all electronic or paper records, and documents related to the delivery of services, including accounting source payroll documents, under this Contract to the extent it deems necessary. This right begins upon the effective date of this Contract, and extends to 4 years from termination of this Contract or 3 years from Fiscal Closeout or appeal resolution, whichever is later. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards and may utilize statistical sampling with extrapolation of an error rate.

- 5.8 **Online Tracking:** Contractor must use the ETP Online Class/Lab Tracking System to upload/enter attendance data. Contractor must upload/enter this data within 90 days of the date of training delivery.
- 5.9 **Monitoring Access:** Contractor shall ensure that ETP has access to its facilities or those of a participating employer or training vendor as needed to monitor performance under this Contract. Contractor shall use best efforts to ensure that ETP also has access to trainers and trainees for the purpose of performance-related interviews. During the term of this Contract, all Rosters and any other pertinent records of training delivery or cost must be maintained at the Contractor's central facility in California.
- 5.10 **Rosters:** Contractor must maintain the originals of all training attendance Rosters or their electronic equivalent for a period of not less than 4 years from termination of this Contract or 3 years from Fiscal Closeout or appeal resolution, whichever is later. All Rosters and any other pertinent records of training delivery or cost must be maintained at the Contractor's central facility in California.
- 5.10.1 **Class/Lab:** Contractor must obtain from the participating employers, and maintain (as stated above), the original Class/Lab Rosters in hard-copy signed by each trainee and instructor. There is no exception for participating employers using a Learning Management System or other electronic recordkeeping for the Class/Lab method of delivery, including Productive Lab.
- 5.11 **Termination without Cause:** Either party may terminate this Contract without cause by serving written Notice at least 30 calendar days in advance.
- 5.12 **Termination with Cause:** ETP may terminate this Contract immediately, without serving advance Notice, if it determines at its sole discretion that Contractor or its agent has engaged in fraud, misrepresentation or other egregious conduct in connection with this Contract, or has violated any law pertinent in the course of meeting its obligations under this Contract. In the alternative, ETP may terminate this Contract for a defect in performance or related problem by serving written Notice at least 30 calendar days in advance, and giving Contractor at least that time period as an opportunity to cure the defect or problem, as determined in its sole discretion.
- 5.13 **Indemnification:** Contractor shall defend, indemnify and hold harmless ETP along with its Panel, officers, employees or agents from and against any and all claims, complaints, demands, actions, causes of action, liabilities, losses, damages, judgments, awards, fines, settlements, costs or expenses including reasonable attorney's fees arising under this Contract (Claim). As used herein, the term Claim specifically encompasses proprietary software subscription or licensing rights. The provisions of this section shall apply to any Claim based on the action or omission of Contractor or its officers, employees, agents or vendors, whether joint or several. ETP shall provide Contractor reasonable assistance in the defense of any Claim. However, ETP reserves the right to defend against a Claim or settle a Claim on its own behalf. Contractor shall not defend or settle in the name of ETP without prior written consent by the signatory of this Contract for ETP. The parties shall give each other prompt written Notice of any Claim.
- 5.14 **Governing Laws:** This Contract shall be governed by the laws of the State of California. Contractor shall comply with all applicable federal, state and local laws.

- 5.15 Forum State: The parties agree that any legal action arising under this Contract, including mediation or arbitration, shall take place in Sacramento, California.
- 5.16 Survival: The following provisions of this Contract shall survive its termination: Relocation, ETP Name, Audits, Rosters, Indemnification, Governing Laws, Forum State, Successor Corporation, and Notices.
- 5.17 Waiver: No delay or failure by either party to exercise or enforce provision of this Contract shall be considered a waiver thereof. In order to be valid, a waiver must be in writing. A single waiver shall not constitute a continuing or subsequent waiver.
- 5.18 Other Funds: Contractor shall immediately serve ETP with Notice of any other government funding that is or may be applied to the cost of training under this Contract. Cost reimbursement by ETP under this Contract cannot displace, but must supplement, any other government funding. ETP reserves the right to reduce payments or demand the return of overpayments that result from said displacement.
- 5.19 Assignment: Contractor shall not assign any rights in, nor delegate any obligations under this Contract or any portion hereof, without prior written consent by ETP.
- 5.20 Successor Corporation: This Contract shall be binding on and inure to the benefit of the surviving corporation or other business entity in the event of Contractor's merger. (Corporations Code Section 1107.) This Contract shall be binding on and inure to the benefit of the surviving person or entity in the event a controlling interest in its assets or operations is purchased, acquired or transferred, in which case ETP may require the survivor to enter a written Assumption of Liability.
- 5.21 Entire Contract: This is the entire Contract between the parties and it supersedes any prior or contemporaneous communication or understanding between them (written or oral).
- 5.22 Modifications: Certain terms and conditions of this Contract may be modified at the request of Contractor with the written approval of ETP so long as there is no increase in the approved amount of funding, and no change in the scope or intent of training.

Modifications are restricted to the following:

- a) Add or delete a Job Number except for Apprentices;
- b) Expand or reduce the Estimated Number of Trainees in a Job Number;
- c) Change the trainee Occupations in a Job Number except for Apprentices;
- d) Redistribute the Estimated Number of Trainees funding between Job Numbers;
- e) Add to or delete training courses identified in the Exhibit B, Menu Curriculum;
- f) Change or extend the term dates;
- g) Revise range of hours so long as there is no change to the per-trainee cap on hours;
- h) Add health benefits to wages or change the amount of health benefits to be included in wages;
- i) Correct a material discrepancy between the text of this Contract and Exhibit A, Chart 1. (See Party Intent in Section 5)

If ETP approves a Modification pursuant to (a) through (i) above, it will prepare a written Modification indicating the effective date, and transmit a copy of same to Contractor. Modifications cannot be made after termination of this Contract.

5.23 Amendment: With the exception of Modifications as provided for above, this Contract may not be amended except in a writing that is signed by both parties. An Amendment or Modification can only be made based on the mutual agreement of the parties. Amendments cannot be made after termination of this Contract.

5.24 Notices: All Notices in connection with this Contract must be in writing, and shall be effective upon receipt. Notice of termination or material breach and final notice of overpayment must be delivered by certified U.S. Mail with return receipt requested, or by a commercial courier with receipt. Otherwise, Notices may be delivered by U.S. Mail, commercial courier or email. All Notices to ETP must be addressed to the manager of a regional office or the Sacramento headquarters office, as appropriate to the subject matter.

All Notices to Contractor must be addressed to the authorized representative identified below. This same representative is designated as the contact person for general inquiries by ETP.

The parties agree to keep each other informed as to any change in the contact information for their representatives.

Name and job title: Charlene Henderson, Senior Development Specialist

Email address: [chenderson@rivco.org](mailto:chenderson@rivco.org)

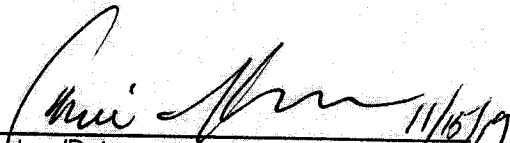
Mailing address with zip code: 1325 Spruce Street, Suite 400, Riverside CA 92507

Phone number: (951) 955-3046

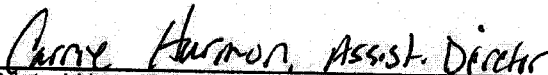
Contractor and ETP agree to the terms and conditions in this Contract by signature of their authorized representatives set forth below:

Contractor

ETP

  
Signature/Date

\_\_\_\_\_  
Signature/Date

  
Printed Name/Title

Stewart Knox, Executive Director  
Printed Name/Title

FORM APPROVED COUNTY COUNSEL  
BY:  AMRIT P. DHILLON  
DATE: 11/15/19

**Exhibit A: Chart 1**

Job	Training Data			Payment Schedule								
	1	2	3	4	5	6	7	8	9	10	11	12
Job	Occupations	Type of Training	Estimated # of Trainees	CLS/Lab Hours	CBT Hour	Average Cost Per Trainee	Pay 1 Enroll	Pay 2 Compl	Pay 3 Hires	Pay 4 Post Retention	Post Retention	Post Retention
1	Administrative Staff, Technician, Production Staff, Mechanic, Manufacturing Technician, Manufacturing Engineer, Frontline Production Supervisor, and Manager	R20 - MEC - Priority Industries / Initiative - Retrainee	146	0	0	\$738.00	\$184.50	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70
687		Menu Curriculum - Trainees will receive one or more of the following: Business Skills Computer Skills Continuous Improvement Hazardous Materials Hazwoper Management Skills Manufacturing Skills Literacy Skills										
Job Max	\$107,748.00											
Total			80	0	0	\$738.00	\$184.50	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70
2	Administrative Staff, Technician, Production Staff, Mechanic, Manufacturing Technician, Manufacturing Engineer, Frontline Production Supervisor, and Manager	R20 - MEC - Retrainee SB										
687		Menu Curriculum - Trainees will receive one or more of the following: Business Skills Computer Skills Continuous Improvement Hazardous Materials Hazwoper Management Skills Manufacturing Skills Literacy Skills										

1. The number of trainees may exceed this figure, provided they receive at least the minimum number of training hours and there are sufficient funds available in the Job Number.  
2. Post-Retention Wages may vary by county. See Section on Performance Standards, in this Contract.



Job Max Total \$59,040.00 Range Of Hours: Min = 8 Max = 200 Weighted Avg = 30

Contract Totals			
Program Cost			\$155940
Substantial Contribution	(-)		\$0
Multiple-Empl. Support	(+)		\$10848
TOTAL ETP Funding	(=)		\$166788
TOTAL Estimated No. of Trainees			226

ETP100CH(11/07)

1. The number of trainees may exceed this figure, provided they receive at least the minimum number of training hours and there are sufficient funds available in the Job Number.  
2. Post-Retention Wages may vary by county. See Section on Performance Standards, in this Contract.

Turnover Rate	20%	Manager Supervisor %	20%	Health Benefits Inc. in Wage?	Yes
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Location of Training. Training will be provided at the Contractor's training sites and/or designated vendor's training site(s) in California.

Ratios. The trainer-to-trainee ratio shall not exceed 1:20 for Class/Lab training; and shall not exceed 1:40 for HAZMAT and HAZWOPER.

Health Benefits. Health benefits of up to \$2.50 per hour may be added to a trainee's base wage to meet the ETP Standard Minimum Wage as follows:  
Job Numbers 1 and 2, \$18.56 per hour for Los Angeles County, \$18.14 per hour for Orange County, and \$17.70 per hour for Riverside and San Bernardino Counties.

**Exhibit B: Menu Curriculum****Class/Lab Hours**

8 – 200

Trainees may receive any of the following:

**BUSINESS SKILLS**

- ✦ Project Management
- ✦ Construction Management
- ✦ Leadership Skills for Frontline Workers
- ✦ Communication Skills
- ✦ Business Writing
- ✦ Customer Service Skills
- ✦ Organizational Behavior

**COMPUTER SKILLS**

- ✦ Windows (Intermediate/Advanced)
- ✦ MS Project
- ✦ MS Office (Beginning, Small Business only)
- ✦ MS Office (Intermediate/Advanced)
- ✦ Internet Usage (Small businesses only)
- ✦ Information Technology Security
- ✦ Shipping Solutions or Related Logistics Software

**CONTINUOUS IMPROVEMENT**

- ✦ Process Improvement
- ✦ Problem Solving/Decision Making
- ✦ Team Building Skills
- ✦ Quality Control Concepts
- ✦ Total Quality Management (TQM) Tools
- ✦ Lean Manufacturing Concepts
- ✦ 5S (Sort, Straighten, Sweep, Standardize, Sustain)
- ✦ Internal Auditing
- ✦ Facilities Management and Operations
- ✦ Risk Management
- ✦ Energy Management
- ✦ Lean Six Sigma (Greenbelt)
- ✦ Project Scheduling
- ✦ New Product Development
- ✦ ISO 9000-9001/AS9100
- ✦ SMART Goals
- ✦ Flow Charts
- ✦ Effective Listening Skills

**HAZARDOUS MATERIALS (HAZMAT)**

- ✦ Hazardous Materials Tables
- ✦ Hazardous Materials Classifications
- ✦ Packing
- ✦ Marking
- ✦ Labeling
- ✦ Loading and Storage
- ✦ Placarding
- ✦ Shipping Documents

- ✦ Hazardous Waste
- ✦ Incident Recording

**HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE**  
**(HAZWOPER) – Instructor/s must be certified by Cal-OSHA**

- ✦ HAZWOPER

**LITERACY SKILLS\***

- ✦ Vocational English as a Second Language
- ✦ Reading, Writing, Speaking, and Comprehending Simultaneously
- ✦ Introduction to and Comprehension of Work Products
- ✦ Writing Correct Sentences
- ✦ Pronunciation Skills
- ✦ Reading and Comprehension Skills
- ✦ Speaking and Understanding Spoken English
- ✦ Work Related Communication Skills
- ✦ Completing Work Forms and Writing Notes
- ✦ Spelling, Phonics, and Capitalization

**MANAGEMENT SKILLS** (management trainees only)

- ✦ Leadership Skills for Managers
- ✦ Motivating/Coaching
- ✦ Conflict Management
- ✦ Managing Differences
- ✦ Change Management
- ✦ Delegation Skills
- ✦ Team Building Skills
- ✦ Coaching and Mentoring Skills

**MANUFACTURING SKILLS**

- ✦ Manufacturing Processes
- ✦ Construction Drawings for Building Trade
- ✦ Blue Print Reading
- ✦ Material Handling/Storage
- ✦ Equipment Operation
- ✦ Shop Math
- ✦ Variance Calculations
- ✦ Walking/Working Surfaces
- ✦ Toxic and Hazardous Materials
- ✦ Tolerances

\*Literacy Training cannot exceed 45% of total training hours, per trainee.

Safety Training cannot exceed 10% of total training hours, per trainee.  
This cap does not apply to HAZMAT and HAZWOPER.

Note: Reimbursement for retraining is capped at 200 total training hours, per trainee, regardless of the method of delivery.

**Exhibit C: Subcontracts**

1. The Employment Training Panel (ETP) is not a party to this Contract. ETP is not obligated in any manner for any liability that may arise out of this Contract. No third party relationship is intended or created with ETP under this Contract.
2. Consultant agrees that ETP has the right, during normal business hours, to examine or audit any and all records, books, papers and documents related to the delivery of services, including all accounting source payroll documents, under this Contract to the extent ETP deems necessary.
3. Consultant agrees that ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Contract with or without the Consultant's presence. In particular, Consultant agrees that ETP has the right to interview trainees, trainers and training personnel.
4. Consultant agrees to maintain all records and other writings that pertain to the delivery of services under this Contract for a period of no less than 4 years from termination or 3 years from Fiscal Closeout, whichever is later. This does not relieve Contractor of its responsibility under the ETP Contract.
5. This Contract shall be governed by the laws of the State of California. If ETP is named as a party in litigation, arbitration or other proceedings in connection with this Contract, the exclusive venue and place of jurisdiction will be the County of Sacramento in the State of California.
6. In the event of any conflict or inconsistency between the terms of this Contract and the ETP Contract, the latter shall govern and prevail.
7. In no event shall the administrative fees paid under this Contract with ETP funds exceed 13% of payment earned for Retraining. As used herein, "payment earned" means the amount of reimbursement the Contractor is entitled to retain based on ETP Fiscal Closeout. [Section 4400(r).]

**Note: These provisions must be incorporated into any Contract (subcontract) between Contractor and a consultant for administration of the ETP-funded training project. These provisions need not be used verbatim, but any variation must be approved by the ETP Legal Office. Contractor means the party that holds the contract and Consultant means the party that is responsible for administrative services.**

**Exhibit D: Definitions**

The parties agree that the following definitions shall govern performance under this Contract. These terms are used in this Contract, or may be referred to in the course of program administration by ETP.

Some definitions include references to regulations in Title 22 of the California Code of Regulations or to the Unemployment Insurance (UI) Code, as shown in brackets. The regulations and UI Code are available for review at the ETP website ([www.etp.ca.gov](http://www.etp.ca.gov)).

**Actual Cost-per-Trainee:** The amount of reimbursement payable on a per-trainee basis at Progress Payment 2 (P2) and the Final Payment (F), based on the actual number of training hours completed.

**Approved Amount:** The maximum amount of funding approved by the Panel. This amount is distinct from Payment Earned.

**Average Cost-per-Trainee:** The average cost of training for each trainee enrolled in a given Job Number based on the planned hours of training and the fixed fee rate. This cost is used to calculate the first Progress Payment (P1) at the time of enrollment.

**Classroom Training:** Formal instruction in a classroom setting that is removed from the trainee's usual work environment, and provided on a regular basis under the constant and direct guidance of a trainer. [Section 4400(y)(1).]

**CNA to LVN:** Training designed to upgrade the skills of a Certified Nurse Assistant or similar caregiver under a Licensed Vocational Nurse program, leading to LVN licensure. [UI Code Section 10214.9.]

**Computer-Based Training (CBT):** Instruction provided through computer systems or software and delivered through an electronic medium such as the Internet, Intranet, LAN or CD-ROM. Trainees must participate from a suitable location in California. [Section 4400(ff).]

**Curriculum:** A list of approved training courses or modules under the Menu as shown in Exhibit B.

**E-Learning:** Instruction provided by a live trainer via a web-based system in real-time using interactive communication. This includes videoconference training. [Section 4400(y)(4).]

**Eligible Employers:** Employers are eligible for ETP funding if they are subject to payment of the Employment Training Tax. Employers that have elected an alternate method of financing liability for the payment of Unemployment Insurance benefits can only be eligible for the "incidental placement" of new hire trainees. There are other eligibility standards such as out-of-state competition, to be determined by the Panel on a case-by-case basis. [UI Code Section 10201(b).]

**Enrollment:** The process of registering a trainee with ETP as an eligible participant in ETP-funded training, once the first eight hours of training have been completed. Trainees are enrolled by Job Number. Once enrolled, they can participate in more than one approved course for that Job Number, on a sequential basis. [Section 4400(dd).]

**Entrepreneurial Training:** Training in business management and related skills for the owner of a business with 9 or fewer employees. [Section 4409.]

**ETP Minimum Wage:** The minimum hourly wage that must be paid to trainees at the end of the employment Retention period. [Section 4418.]

**Final Payment:** Final payment is the final 25% payment based on the number of training hours completed for each trainee. Final payments (F) may be authorized and paid for each trainee after completion of training and the required post-training retention period specified in the agreement. Each trainee must be employed full-time and must receive the minimum wage specified in the Contract at the end of the employment retention period. Final Payments are reconciled with individual unearned progress payments and are not considered earned until the Fiscal Closeout of the Contract.

**Fiscal Closeout:** The process by which ETP determines the actual amount of Payment Earned for all trainees, reconciling the Final Payment with the first two Progress Payments. ETP will give Contractor written Notice of any overpayment that results from Fiscal Closeout within a reasonable time after the term of this Contract.

**Frontline Worker:** These are employees who directly produce goods or deliver services. In general they are eligible for overtime compensation, regardless of job title. Managers and Supervisors as defined below are not Frontline Workers. [Section 4400(ee).]

**Full-time:** Employment of at least 35 hours a week, with exceptions for special programs. [Section 4400(h).]

**Funding Limitations:** These are industries and occupations identified by the Panel as its lowest priority for funding, and thereby precluded from participation in an ETP funded program, as identified by the Panel on the ETP website Funding Limitations, as of the effective date of this Contract.

**High Unemployment Area:** A county or other distinct region of California where the unemployment rate exceeds the state average rate by a given factor, based on data from the Labor Market Information Division (LMID) of the Employment Development Department. The trainees in a High Unemployment Area (HUA) may qualify for a lower minimum wage, a modified Retention period, and/or the waiver of other requirements on a case-by-case basis. [Section 4429.]

**Incidental Placement:** New Hire trainees may be placed with public, non-profit or other employers who are not subject to payment into the Employment Training Fund on an "incidental" basis not to exceed 20% of the total trainee population under a Multiple Employer Contract, as determined by the Panel case-by-case. New Hire trainees may also be placed with Temporary Staffing agencies, not to exceed 20% of total New Hire population. [UI Code Section 10201(b) and Section 4427.]

**In-Kind Contributions:** The cost incurred by an employer or participating employer under an ETP-funded project. These costs may be monetary, such as wages paid to trainees during the hours of training. Or, they may be non-monetary, such as the rental value of a facility or room that is made available for instructional purposes. [Sections 4400(l) and 4401.1.]

**Job Number:** The designation used to differentiate between categories of trainees, and types of training. By way of example, distinguishing factors include the minimum hours of training, the approved type of training, and the minimum post-retention wages.

**Literacy Training:** Basic, job-related skills including math, reading, and language skills necessary for the trainee's job performance and employment retention in a job with definite career potential and long-term security. [Section 4400(n).]

**Managers and Supervisors:** These are employees who primarily perform exempt job duties within the meaning of the federal Fair Labor Standards Act and state Labor Code Section 515, where "primarily" means more than one-half of the work time. In performing these duties, Managers and Supervisors must also: exercise discretion and independent judgment; influence policy; supervise at least two employees with the right to hire and fire; and earn no less than two times the state minimum wage.

**Mandatory Training:** Training is mandatory when the employer leads trainees to believe their continued employment would be adversely affected by not attending; the subject matter is directly related to the job duties; and the trainee does not produce goods or deliver services during training. Trainees must be paid their usual wages during mandatory training. This training is usually conducted during regular working hours. [See *Division of Labor Standards Enforcement Manual* at Section 46.6.5, at [www.dir.ca.gov](http://www.dir.ca.gov).]

**Multiple Barriers (MB):** Two or more barriers to full participation in the workforce. The barriers may include mental or physical disabilities, illiteracy, limited English proficiency, limited math skills or some similar impediment.

**Net New Jobs:** For purposes of funding under the Retrainee-Job Creation program, this means the number of permanent-full-time positions on the Contractor's payroll must be higher by at least the number of Job Creation trainees who complete retention, as it was at start-of-term for the ETP Contract.

**New Hire:** Training in new vocational skills for persons who are unemployed at the start of training. The vocational skills may include job-related literacy training. [UI Code Section 20201(g); Section 4406.]

**Out-of-State Competition:** The Panel will not fund any retraining project, with the exception of Special Employment Training, unless it first determines that the trainee jobs are threatened by out-of-state competition. This determination is made on a case-by-case basis, using factors such as location of the corporate headquarters and revenue stream, except that a training project in manufacturing and certain other industry sectors classified under the North American Industrial Classification System, are deemed to meet this requirement. [Section 4416.]

**Payment Earned:** The amount of Reimbursement the Contractor is entitled to retain based on performance, and compliance with all other requirements set forth in this Contract, as reconciled at the time of Fiscal Closeout. [Section 4400(r).]

**Post-Retention Wage:** The minimum hourly wage that must be paid to trainees at the end of the employment Retention period. [Section 4418.]

**Preceptor Training:** In "preceptor training" the trainee observes hands-on skills as performed by a licensed LVN, RN or other practitioner (i.e., preceptor). The trainer to trainee ratio is generally 1:1. During the second phase, the trainee performs the skills under the preceptor's close supervision.

**Priority Industry:** Industry sectors that are "targeted" for training funds. Manufacturing, aerospace, biotechnology, high technology and agriculture are typical Priority Industries. They are identified in the Panel's annual Strategic Plan. [UI Code Sections 10200(b) and 10205(d).]



**Productive Lab Training:** A type of practical Retraining whereby the instructor oversees an employee's use of special equipment or application of particular skills, in the actual work environment, resulting in the production of goods or delivery of services for profit. A Productive Lab Training Plan must be approved in advance by ETP. Productive Lab is more suitable to production than service delivery, and would only be approved for New Hire training on a case-by-case basis.

**Program Costs:** This means training costs and administrative costs, before the addition of Support Costs. The Support Costs are calculated as a percentage of training costs only.

**Progress Payments:** Progress payments are unearned cash flow payments authorized and paid at selected training and contract performance benchmarks. Progress payments may be paid after a trainee is enrolled and has completed 8 hours of training (P1), after a trainee has completed training (P2) and when a trainee is placed in qualifying employment with an eligible employer (P3) [New Hire participants only]. Progress payments may not exceed 75% of the cost per trainee based on the hours of training documented at completion of training. Progress payments are not considered earned until the completion of all contract performance requirements and reconciliation of payments at the Fiscal Closeout of the Contract.

**Reimbursement Rate:** The flat rate per hour payable for different methods and types of training. In general, the rate differs between Class/Lab, Advanced Technology and Computer-Based Training, although special rates also apply to Priority Industry and Small Business training. There is a further distinction between rates for New Hire and Retraining. Rates include the cost of training and administration of the ETP-funded project. Rates are consolidated in a Job Number to determine the average cost per-trainee, and for other purposes related to payment disbursement. With a Multiple Employer Contract, the consolidated rate also includes Support Costs as applicable. [UI Code Section 10206(a) and Section 4411 (g).]

**Retention:** The period of full-time employment required for a trainee or group of trainees after the end of training. Typically, Retention is for 90 consecutive days, although this period may be modified on a case-by-case basis. [Sections 4400(v), 4429.]

**Retraining:** Job-related vocational training provided to existing employees.

**Roster:** The hard-copy record that must be signed by each trainee and instructor to demonstrate attendance. For CBT, the supervisor must also sign a hard-copy roster. ETP must approve the format of all Rosters.

**Seasonal Industry:** This industry must hire at least 50% of its workers on a cyclical basis, as in agricultural crop production. To be eligible for retraining reimbursement by ETP, employers and participating employers in this industry must have retained at least 50% of the same seasonal employees for at least one season. [UI Code Section 10214.5(d).]

**Simulated Lab Training:** A type of practical training whereby the instructor oversees the use of special equipment or application of particular skills in a simulated work environment. This type of training does not require a special training plan, as compared to Productive Lab Training.

**Small Business:** For purposes of the Small Business Reimbursement Rate and other special considerations, a small business means 100 or fewer full-time employees in California, but no more than 250 worldwide. The business must be domiciled in California, and independently owned and operated. [Section 4400(w).]

**Special Employment Training:** Certain types of training designed to satisfy the Panel's funding priorities are funded as Special Employment Training (SET) projects. There is no out-of-state competition requirement for SET. There are different wage requirements for the trainees who are eligible to participate in SET. There may be modifications to Retention, and/or waivers of other requirements for eligible trainees, on a case-by-case basis. [Section 4409.]

**Statutory Interest:** Interest assessed on overpayments. An adjusted annual rate charged from the first day of the month after Contractor received the overpayment from ETP. [Section 4447.]

**Support Costs:** Costs associated with recruiting participants and participating employers for training under a Multiple Employer Contact. These costs may also include assessment of eligibility, job search and placement. In general, these costs may not exceed 8% of the training costs. [Section 4411.]

**Trainee Eligibility:** In general, trainees are only eligible to participate in ETP-funded training if they are unemployed (New-Hire training), or employed by an Eligible Employer with wages reported in California (Retraining). There may be other eligibility standards, such as "multiple barriers" for special funding, to be determined by the Panel on a case-by-case basis. [UI Code Section 10201(c).]

**Turnover Rate:** Average annual turnover for full-time employees in the prior calendar year, used to measure job security. Not all separations from employment are included in calculating turnover (i.e., retirements are not included). [Section 4417.]

**Variable Reimbursement:** Flexible reimbursement based on a minimum and maximum number of training hours, per-trainee. Trainees may complete any number of hours within the range set forth under the Menu for a given Job Number. Trainees may be trained in one or all courses under the Menu, within the constraints of funding.

**Videoconference Training:** Classroom instruction provided by a live trainer that is broadcast to two or more locations in real time and interactive with interactive communication between each location through video, data, and audio. The standard trainer-to-trainee ratio (1:20) applies to each location. This training is paid at the class/lab rate as a form of E-Learning.

**Voluntary Training:** When training is voluntary on the part of employees, they are not required to be paid their usual wages during the hours of training. See definition of "mandatory training" above.

Agreement Number: PY2019/2021-ETP-UCR Extension

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**STATE OF CALIFORNIA EMPLOYMENT TRAINING PANEL FUNDS**

**Between**

**COUNTY OF RIVERSIDE**

**And**

**UNIVERSITY OF CALIFORNIA RIVERSIDE EXTENSION**



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**Agreement Number:** PY2019/2021-ETP-UCR Extension

1 This Professional Services Agreement for State of California Employment Training Panel  
2 Funds ("Agreement"), made and entered into this 11th day of November 2019, by and  
3 between the Regents of the University of California, for and on behalf of the University of  
4 California Riverside, Extension (UCR) herein referred to as the ("SUBCONTRACTOR")  
5 and the County of Riverside, a political subdivision of the State of California, on behalf of  
6 its Economic Development Agency ("EDA"), Workforce Development Division ("WDD"),  
7 (herein referred to as the "COUNTY").

8 **RECITALS**

9 WHEREAS, the COUNTY has submitted a request to administer State of  
10 California ("State") Employment Training Panel ("ETP") funds and on November 1, 2019,  
11 the ETP awarded funds to the COUNTY to administer the program during Program Year  
12 2019-2022;

13 WHEREAS, WIOA authorizes State and local workforce agencies such as the  
14 COUNTY, through the Riverside County Workforce Development Board, to provide  
15 oversight for WIOA programs, including, but not limited to meeting State workforce  
16 performance goals, while addressing the workforce needs of the local economy; and

17 WHEREAS, the State ETP award funds to assist employers in retraining and  
18 retaining their workforce due to increased global competition, manufacturing technology  
19 and service companies in the Riverside County area must improve their products and  
20 services continuously. Companies must re-train their incumbent workforce to meet  
21 current and future challenges;

22 WHEREAS, in connection with the ETP the COUNTY issued a Request for  
23 Proposal, for State ETP funds, for Program Year 2019-2022 ("RFP") on July 15, 2019 to  
24 solicit proposals to provide customized curriculum and training to employees in need of  
25 skill upgrade training of identified companies to remain globally competitive and retain  
26 their workforce using State ETP funds. The RFP is incorporated herein by this reference;

27 WHEREAS, SUBCONTRACTOR responded to the RFP and based on  
28 SUBCONTRACTOR'S prior experience with ETP, COUNTY awarded

1 SUBCONTRACTOR with an allocation of ETP funds to provide retraining services to  
2 employers and incumbent workers and

3 WHEREAS, County desires to contract with the SUBCONTRACTOR based on  
4 SUBCONTRACTOR'S expertise, special skills, knowledge and experience in ETP, as  
5 more specifically set forth in the Agreement below.

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

9 **1. Description of Services**

10 **1.1** The SUBCONTRACTOR shall provide ETP services as outlined and  
11 specified in the SCOPE of SERVICE, attached hereto as Exhibit "A" and incorporated by  
12 this reference, and the RFP, at the not to exceed fee stated in Paragraph 3.1. The RFP  
13 and SUBCONTRACTOR'S response to the RFP submitted on August 15, 2019 are each  
14 hereby incorporated herein by this reference.

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

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

26 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR performance under  
27 this Agreement does not operate as a release of the SUBCONTRACTOR responsibility  
28 for full compliance with the terms of this Agreement.

1 **2. Period of Performance**

2 **2.1** The SUBCONTRACTOR shall perform the scope of services for the  
3 COUNTY in a timely manner and to COUNTY'S satisfaction, as more specifically set  
4 forth in Exhibit A, SCOPE OF SERVICE, and the payment schedule attached hereto as  
5 Exhibit "B" as incorporated herein by this reference as such services are necessary for  
6 the provision of ETP. This Agreement shall commence on November 11, 2019 and shall  
7 expire on November 10, 2021, unless terminated earlier.

8 **3. Compensation**

9 **3.1** The COUNTY shall pay SUBCONTRACTOR for services performed,  
10 products provided and expenses incurred for the SCOPE OF SERVICE defined in  
11 Exhibit "A" pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment  
12 by COUNTY to SUBCONTRACTOR shall not exceed One-Hundred Thirty Four  
13 Thousand Five Hundred Ninety Eight Dollars (\$134,598), including all expenses. The  
14 COUNTY is not responsible for any fees or costs incurred above or beyond the  
15 contracted amount and shall have no obligation to purchase any specified amount of  
16 services or products, unless agreed to by COUNTY in writing.

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

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

28 County of Riverside Economic Development Division

1 Workforce Development Division

2 ATTN: Business Solutions Unit

3 1325 Spruce Street, Suite 110

4 Riverside, CA 92507

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

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

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

15 **4.1** The Board of Supervisors and the Assistant County Executive  
16 Officer/Economic and Community Development, or designee, are the only authorized  
17 COUNTY representatives who may at any time, by written order, make alterations to this  
18 Agreement.

19 **5. Termination**

20 **5.1** The COUNTY may terminate this Agreement without cause upon thirty (30)  
21 days written notice served upon the SUBCONTRACTOR stating the extent and effective  
22 date of termination.

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

1           **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

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

7           **5.4** After termination, the COUNTY shall make payment only for the  
8 SUBCONTRACTOR performance up to the date of termination in accordance with this  
9 Agreement.

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

16           **5.6** The rights and remedies of the COUNTY provided in this section shall not  
17 be exclusive and are in addition to any other rights and remedies provided by law or this  
18 Agreement.

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

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

28



1 **7. Conduct of the SUBSUBCONTRACTOR**

2 7.1 The SUBCONTRACTOR covenants that it presently has no interest,  
3 including, but not limited to, other projects or contracts, and shall not acquire any such  
4 interest, direct or indirect, which would conflict in any manner or degree with the  
5 SUBCONTRACTOR performance under this Agreement. The SUBCONTRACTOR  
6 further covenants that no person or subcontractor having any such interest shall be  
7 employed or retained by SUBCONTRACTOR under this Agreement. The  
8 SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR interests,  
9 if any, which are or may be perceived as incompatible with the COUNTY'S interests.

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

15 7.3 The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,  
16 favors, and entertainment directly or indirectly to COUNTY employees.

17 **8. Inspection of Services**

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

1 Agreement price to reflect the reduced value of the services performed or products  
2 provided. The COUNTY may also terminate this Agreement for default and charge to  
3 the SUBCONTRACTOR any costs incurred by the COUNTY because of the  
4 SUBCONTRACTOR failure to perform.

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

10 **9. Independent SUBCONTRACTOR**

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

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

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

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

3 **11. Disputes**

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

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

23 **12. Licensing and Permits**

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

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

6 **13. Non-Discrimination**

7 The SUBCONTRACTOR shall comply with the nondiscrimination and equal  
8 opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit  
9 discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth,  
10 and related medical conditions, transgender status, and gender identity); national origin  
11 (including Limited English Proficiency); age; disability; political affiliation or belief; or, for  
12 beneficiaries, applicants, and participants only, on the basis of citizenship status or  
13 participation in a WIOA Title I-financially assisted program or activity. The  
14 SUBCONTRACTOR will comply fully with the nondiscrimination and equal opportunity  
15 provisions of the WIOA (29 CFR Part 38 Preamble) and acknowledge the government's  
16 right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent  
17 they shall be found to be applicable hereto, shall comply with the provisions of the  
18 California Fair Employment Practices Act (commencing with Section 1410 of the Labor  
19 Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities  
20 Act of 1990 (42 U.S.C. §12101 et seq.), and all other applicable laws or regulations.

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

26 **14. Record Retention and Documents**

27 The SUBCONTRACTOR agrees to retain all records pertaining to this Agreement  
28 under ETP programs for a period of seven (7) years after termination of this Agreement.

1 If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those  
2 records, the SUBCONTRACTOR shall retain the records until the resolution of such  
3 litigation or audit is completed. The State ETP and the COUNTY reserve the right to  
4 monitor and visit, announced or unannounced, the SUBCONTRACTOR facilities at any  
5 time during normal business hours. The monitoring shall be conducted in accordance  
6 with the ETP program requirements.

7 **15. Confidentiality**

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

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

28 **16. Administration/Contract Liaison**

1           The Assistant County Executive Officer/ECD, or designee, shall administer this  
2 Agreement on behalf of the COUNTY.

3 **17. Force Majeure**

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

9 **18. EDD Reporting Requirements**

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

27 **19. Hold Harmless/Indemnification**

28           **19.1** The SUBCONTRACTOR shall indemnify and hold harmless the County of

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

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

19 SUBCONTRACTOR's obligation hereunder shall be satisfied when  
20 SUBCONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving  
21 COUNTY from any liability for the action or claim involved.

22 The specified insurance limits required in this Agreement shall in no way limit or  
23 circumscribe SUBCONTRACTOR's obligations to indemnify and hold harmless the  
24 Indemnitees herein from third party claims. The obligations set forth herein shall survive  
25 the expiration and earlier termination of this Agreement.

26 **20. Insurance**

27 Without limiting or diminishing the SUBCONTRACTOR obligation to indemnify or  
28 hold the COUNTY harmless, the SUBCONTRACTOR shall procure and maintain or

1 cause to be maintained, at its sole cost and expense, the following insurance coverages  
2 during the term of this Agreement:

3 **20.1 Workers' Compensation**

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

11 **20.2 Commercial General Liability**

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

22 **20.3 Vehicle Liability**

23 If the SUBCONTRACTOR vehicles or mobile equipment are used in the  
24 performance of the obligations under this Agreement, then the SUBCONTRACTOR shall  
25 maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
26 amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance  
27 contains a general aggregate limit, it shall apply separately to this agreement or be no  
28 less than two (2) times the occurrence limit. Policy shall name all Agencies,



1 SUBCONTRACTOR, Special SUBCONTRACTOR, and Departments of the County of  
2 Riverside, their respective directors, officers, Board of Supervisors, employees, elected  
3 or appointed officials, agents or representatives as Additional Insureds.

4 The SUBCONTRACTOR shall maintain Professional Liability Insurance providing  
5 coverage for the SUBCONTRACTOR performance of work included within this  
6 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
7 **\$2,000,000** annual aggregate. If the SUBCONTRACTOR Professional Liability  
8 Insurance is written on a claims made basis rather than an occurrence basis, such  
9 insurance shall continue through the term of this Agreement and the  
10 SUBCONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting  
11 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new  
12 insurer with a retroactive date back to the date of, or prior to, the inception of this  
13 Agreement; or 3) demonstrate through Certificates of Insurance that the  
14 SUBCONTRACTOR has Maintained continuous coverage with the same or original  
15 insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5)  
16 years beyond the termination of this Agreement.

17 ///

18 **20.5 General Insurance Provisions - All lines**

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

24 b) The SUBCONTRACTOR insurance carrier(s) must declare its insurance  
25 deductibles or self-insured retentions. If such deductibles or self-insured retentions  
26 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior  
27 written consent of the COUNTY Risk Manager before the commencement of operations  
28 under this Agreement. Upon notification of deductibles or self-insured retention's

1 unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the  
2 SUBCONTRACTOR carriers shall either; 1) reduce or eliminate such deductibles or self-  
3 insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond  
4 which guarantees payment of losses and related investigations, claims administration,  
5 and defense costs and expenses.

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

27 d) It is understood and agreed to by the parties hereto and the insurance  
28 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall

1 be construed as primary insurance, and the COUNTY'S insurance and/or deductibles  
2 and/or self-insured retention's or self-insured programs shall not be construed as  
3 contributory.

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

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

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

16 **21. General**

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

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

28

1           **21.3** In the event the SUBCONTRACTOR receives payment under this  
2 Agreement which is later disallowed by the COUNTY for nonconformance with the terms  
3 of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount  
4 to the COUNTY on request; or at its option the COUNTY may offset the amount  
5 disallowed from any payment due to the SUBCONTRACTOR.

6           **21.4** The SUBCONTRACTOR shall not provide partial delivery or shipment of  
7 services or products unless specifically stated in the Agreement.

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

13           **21.6** The SUBCONTRACTOR shall comply with all requirements of the  
14 Occupational Safety and Health Administration (OSHA) standards and  
15 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of  
16 California (Cal/OSHA).

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

24           **21.8** This Agreement, including any attachments or exhibits, constitutes the  
25 entire Agreement of the parties with respect to its subject matter and supersedes all prior  
26 and contemporaneous representations, proposals, discussions and communications,  
27 whether oral or in writing. This Agreement may be changed or modified only by a written  
28

1 amendment signed by authorized representatives of both parties. No oral understanding  
2 or agreement not incorporated herein shall be binding on any of the parties hereto.

3       **21.9** If any project produces patentable items, patent rights, processes or  
4 inventions in the course of work under a Department of Labor (DOL) grant or agreement,  
5 the SUBCONTRACTOR shall report the fact promptly and fully to the COUNTY. The  
6 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior  
7 agreement between the COUNTY and the DOL or its representative on these matters,  
8 DOL shall determine whether to seek protection on the invention or discovery. DOL or  
9 its representative shall determine how the rights in the invention or discovery, including  
10 rights under any patent issued thereon, will be allocated and administered in order to  
11 protect the public interest consistent with the following Patent Policy found at 29 CFR  
12 95.36 and 29 CFR 97.34.

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

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

24       **21.12** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,  
25 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its  
26 principals are presently debarred, suspended, proposed for debarment, declared  
27 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
28 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the

1 statements in this certification, SUBCONTRACTOR shall attach an explanation to this  
2 Agreement.

3       **21.13** The SUBCONTRACTOR shall assure that funds provided by this  
4 Agreement must be used exclusively for activities that are authorized under ETP. Co-  
5 mingling and/or diverting of funds to support the activities of other programs are not  
6 authorized. Documentation supporting expenditures will be kept on file at the  
7 SUBCONTRACTOR office and made available at all times for audit and monitoring  
8 purposes for a period of no less than seven (7) years after the COUNTY makes final  
9 payment and all pending matters are closed

10       **21.14** The SUBCONTRACTOR shall comply with controls, recordkeeping and  
11 accounting procedure requirements of COUNTY, ETP, federal and state regulations and  
12 directives to ensure the proper accounting for funds paid under this Agreement. At such  
13 times and in such form, the COUNTY may require statements, records, reports, data and  
14 information pertaining to this Agreement be maintained on file for purpose of an audit or  
15 examination. Retention of all records for seven (7) years after the County makes final  
16 payment and all other pending matters are closed, is required.

17       **21.15** The SUBCONTRACTOR shall establish and implement appropriate  
18 internal management procedures to prevent fraud, abuse and criminal activity. Further,  
19 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY  
20 is notified immediately of any allegation of ETP-related fraud, abuse or criminal activity  
21 or any suspected or proven fraud, abuse or criminal acts committed by staff or  
22 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported  
23 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a  
24 written report shall be submitted. Proof of such report will be maintained in the  
25 SUBCONTRACTOR file.

26       **21.16** Should the SUBCONTRACTOR fail to perform the services as outlined in  
27 Exhibit A, the COUNTY and the SUBCONTRACTOR shall meet and confer to modify  
28 the Scope of Services and compensation arrangements.

1           **21.17** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is  
2 registered to do business in the State of California.

3           **21.18** All correspondence and notices required or contemplated by this  
4 Agreement shall be delivered to the respective parties at the addresses set forth below  
5 and are deemed submitted one (1) day after their deposit in the United States Mail,  
6 postage prepaid.

7		
8	County of Riverside Economic	Regents of the University of
9	Development Agency/Workforce	California, Riverside, Extension
10	Development Division	(UCR)
11	1325 Spruce Street, Suite 110	1200 University Avenue
12	Riverside, CA 92507	Riverside, CA 92507
13	Attention: Carrie Harmon,	Attention: Kevin J. Vaughn, Dean
14	Director of Workforce Development	

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16                               [Remainder of Page Intentionally Blank]

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19                               [Signatures on Following Page]

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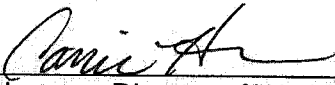
1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
2 representatives to execute this Agreement as of the dates set forth below.

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 Division

**SUBCONTRACTOR:**

9 Regents of the University of  
10 California, Riverside, Extension  
11 (UCR)

12  
13  
14  
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16 By:   
17 Carrie Harmon, Director of Workforce  
18 Development


19 By:   
20 Kevin J. Vaughn, Dean

21 Dated: 11/19/19

22 Dated: 14 Nov 2019

23  
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APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Amrit P. Dhillon,  
Deputy County Counsel



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**EXHIBIT A**  
**SCOPE OF SERVICE**

**A. Purpose:**

During the term of the Professional Services Agreement for Employment Training Panel services entered into between UCR Extension (SUBCONTRACTOR) and the County of Riverside (COUNTY), SUBCONTRACTOR shall provide the following ETP training services:

**B. Roles and Responsibilities of Subcontractor:**

1. The SUBCONTRACTOR shall provide training to qualified businesses located in California and within the limitations set forth in the COUNTY contract with ETP.
2. The SUBCONTRACTOR shall provide training in the following disciplines/curriculum. Training shall be from 8 to 200 hours in duration.
  - a. Continuous Process Improvement
  - b. Lean Manufacturing
  - c. Manufacturing Skills
  - d. Computer Skills
  - e. Business Skills
  - f. Communication Skills
  - g. Management Skills
  - h. Literacy Skills
  - i. OSHA 10/30
3. The SUBCONTRACTOR shall not proceed with any training activities until it receives written authorization from the COUNTY to start training.
4. All marketing activities shall be conducted through the COUNTY. The SUBCONTRACTOR shall provide the COUNTY with a marketing flier for the purpose of recruitment and program awareness for employers to participate in the ETP training program subject to the employer meeting the eligibility requirements of ETP. The SUBCONTRACTOR shall not negotiate or offer any financial deposit agreements without the written authorization of the COUNTY.
5. The SUBCONTRACTOR shall provide all in class materials, videos, and staff to accomplish the training. Books are not provided.

- 1 6. The SUBCONTRACTOR shall assist the COUNTY in completing all  
2 requires ETP paperwork and documents that consists of enrollment and  
3 attendance records during the course of the training. The  
4 SUBCONTRACTOR shall submit required paperwork on a timely basis for  
5 all enrollments, completions, and retentions. The required paperwork for  
6 each payment point shall be submitted to the COUNTY prior to making  
7 payment to the SUBCONTRACTOR. The SUBCONTRACTOR shall  
8 conduct formal assessments of training needs of the individual participating  
9 employers in a specific industry and design curricula based on these  
10 assessments. The formal assessments shall be submitted to the COUNTY  
11 prior to the start of each class.
- 12 7. The SUBCONTRACTOR shall notify the COUNTY of any trainee who  
13 discontinues training before the completion of the scheduled training.
- 14 8. The SUBCONTRACTOR shall provide all of the training specified in the  
15 Agreement.
  - 16 a. Provide training to a group of employers
  - 17 b. May provide on-site training that provides all training at the individual  
18 participating employer's worksite, or center-based training that  
19 provides none or only some training at the participating employers'  
20 worksite.
  - 21 c. Ensure participating employers complete a Certification Statement  
22 (ETP 100E) which is verified through the COUNTY.
  - 23 d. Provide to SUBCONTRACTOR a completed ETP100B listing eligible  
24 employers (provided by COUNTY).

25 **C. County Roles and Responsibilities:**

- 26 1. COUNTY shall be responsible for the overall administration of the  
27 Agreement between ETP and the COUNTY. These responsibilities include, but  
28 not limited to: verifying company eligibility, verifying the eligibility of the trainees,  
enrolling trainees, preparing and tracking training, reporting ETP training activities  
of the CONTRACTOR and the preparation of invoices.
2. COUNTY will provide facilities and staff for all CONTRACTOR onsite training to  
support the ETP contract.
3. COUNTY will provide monthly reports to the CONTRACTOR detailing plan versus  
actual training performance.
4. COUNTY will use its best efforts to recruit eligible businesses so that the training  
goals can be attained. Recruitment activities will be coordinated with the  
CONTRACTOR. COUNTY will provide staff to perform telephone and field sale  
activities.

**EXHIBIT B**

**PAYMENT SCHEDULE**

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2  
3 1. The COUNTY shall pay the CONTRACTOR for training services provided in  
4 accordance with the terms of Exhibit A, attached hereto.

5 Types of Training Services to be provided:  
6 Training will be from 8 to 200 hours in duration.

- 7 a. Continuous Process Improvement  
8 b. Lean Manufacturing  
9 c. Manufacturing Skills  
10 d. Computer Skills  
11 e. Business Skills  
12 f. Communication Skills  
13 g. Management Skills  
14 h. Literacy Skills  
15 i. OSHA 10/30

- 16 2. Payment shall be made as follows.

- 17 A. The CONTRACTOR may earn a fixed amount hourly rate (determined by the  
18 State of California Employment Training Panel) for each Company as follows:

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Company	Hourly Rate/Per Trainee/Per Hours of Training
<b>Job #1-</b> A company in a priority industry that has more than 100 employees worldwide.	\$ 23
<b>Job #2-</b> A company in a priority industry that has less than 100 employees worldwide.	\$ 26

23 **Total Program Reimbursement Not to Exceed \$134,598**

24 *\*Priority industries identified in the ETP Strategic Plan include manufacturing and high*  
25 *technology (including high tech services, biotechnology, and multimedia entertainment) and*  
26 *construction. Priority industries are identified, via the company's NAICS code.*

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**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

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

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 19-383577

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: COUNTY OF RIVERSIDE, ECONOMIC DEVELOPMENT AGENCY / WORKFORCE DEVELOPMENT DIVISION Date: 11/25/19

County Agency of Filing: Riverside Document No: E-201901375

Project Title: STATE OF CALIFORNIA, EMPLOYMENT TRAINING PANEL (TRAINING FUNDS)

UNIVERSITY OF CALIFORNIA, RIVERSIDE, EXTENSION

Project Applicant Name: COUNTY OF RIVERSIDE, ECONOMIC DEVELOPMENT AGENCY / WORKFORCE DEVELOPMENT DIVISION

Project Applicant Address: 1325 Spruce Street, Suite 110, Riverside, CA 92507

Project Applicant: Local Public Agency

Phone Number: (951) 955-3100

**CHECK APPLICABLE FEES:**

- Environmental Impact Report
- Negative Declaration
- Application Fee Water Diversion (State Water Resources Control Board Only)
- Project Subject to Certified Regulatory Programs
- County Administration Fee
- Project that is exempt from fees (DFG No Effect Determination (Form Attached))
- Project that is exempt from fees (Notice of Exemption)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ 50

Total Received \$ 50

Signature and title of person receiving payment:

Joe Purosh

Notes:

FILED / POSTED

County of Riverside  
Peter Aidana  
Assessor-County Clerk-Recorder

E-201901375  
11/25/2019 01:40 PM Fee: \$ 50.00  
Page 1 of 2

Removed: By: Deputy

## NOTICE OF EXEMPTION

Date: November 21, 2019

**Project Name: State of California, Employment Training Panel (training funds) & University of California, Riverside, Extension**

**Project Number:**

**Project Location: County of Riverside**

**Description of Project:** The Employment Training Panel (ETP) between the County and ETP will be implemented through the proposed training agreement which will commence on November 11, 2019 and expire on November 10, 2021, with a maximum contract value of \$166,788; a subcontract agreement will be implemented with University of California, Riverside, Extension (UCR), which will commence on November 11, 2019 and expire on November 10, 2021, with a maximum contract value of \$134,598. The balance of funds are allocated to the Economic Development Agency/Workforce Development for the administration of the grant funds, in the not to exceed amount of \$32,190. The ETP Agreement and UCR Agreement is identified as the proposed Projects under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of retraining for employers and their workers to remain competitive in a global business environment, through the provision of training services identified in the ETP Agreement and UCR Agreement.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency/Workforce Development Division

**Name of Person or Agency Carrying Out Project:**

**Exempt Status:** State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to

occur with the ETP Agreement and UCR Agreement between the County, ETP and UCR.

**Section 15061 (b) (3)- "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or "it can be seen with certainty that the activity in question will not have a significant effect on the environment", no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The employer/worker retraining activities of the ETP Agreement and UCR Agreement are training services funded by the State of California, Employment Training Panel. The ETP Agreement and UCR Agreement, administered by the County allow for the retraining of employers/workers and to help businesses to remain globally competitive. The ETP Agreement and UCR Agreement will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is required.

Signed:   
Loren Sims, Administration Manager

Date: 11-19-15