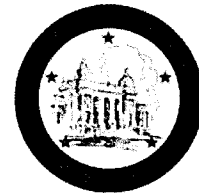


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.25  
(ID # 11308)**

**MEETING DATE:**

Tuesday, December 17, 2019

**FROM: HUMAN RESOURCES:**

**SUBJECT: HUMAN RESOURCES:** Approve the Order Form to the Termed Master Agreement with Skillsoft Corporation for e-Learning Services without seeking competitive bids for an amount of \$249,602 for one year with the option to renew for four additional one-year periods; All Districts [Total Cost \$1,298,939] 100% Departmental Budgets

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

1. Approve the Order Form to the Termed Master Agreement with Skillsoft Corporation for e-Learning Services without seeking competitive bids for an amount of \$249,602 for one year with the option to renew for four additional one-year periods not to exceed \$1,298,939 through December 31, 2024; and authorize the Chairman of the Board to sign the Order Form to the Termed Master Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications to the scope of work that stay within the intent of the Agreement; and
3. Authorize the Chairman of the Board to sign three (3) copies of the Order Form on behalf of the County and direct the Clerk of the Board to retain one (1) copy of the Order Form and return two (2) copies of the Order Form to the Human Resources Department for distribution.

**ACTION:Policy**

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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: HR

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<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>	\$ 249,602	\$ 254,594	\$ 1,298,939	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Departmental Budgets			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	19/20-24/25

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Human Resources Department is requesting the Board to approve the attached Order Form, which is being executed under the terms of the original agreement which was approved by the Board on January 6, 2015, Item # 3-24.

The Human Resources Department, Learning and Organizational Development (L&OD) Division administers the County's learning function. L&OD currently provides training to all County employees, including live and online computer-based training solutions through Skillsoft, Inc. Topics available include leadership, management, supervision, communication, information technology, business strategy and metrics, productivity and collaboration tools, Microsoft Office, change management, customer service, engineering, well-being, research, legal compliance, risk mitigation, and an array of certification preparation material. The online computer-based training solutions provide a variety of methods to meet learners' needs, including online courses, books, audio books, and short, just-in-time learning videos.

L&OD offered online training solutions with Skillsoft, Inc. beginning in 2014 with limited licenses. Since that time, the demand for online learning continues to increase as more employees seek out professional development learning options and departments find a convenient and cost-effective way to offer mandated courses. For the period of November 2018 to October 2019 alone, over 36,000 online training solutions were accessed, with approximately 49% of the learners returning for additional usage. Through this increased usage we have identified many of the top accessed topics, including Microsoft Excel, Access, and Word, customer service, personal development, communication skills, leadership skills, legal compliance, project management, and team building. Due to an increased need for mandated courses throughout County departments, the Human Resources Department is seeking to expand the existing limited Legal and Compliance Library licenses to unlimited licenses. This will reduce costs significantly and assist with increased compliance rates by eliminating both the need to develop in-house mandated content and County departments purchasing mandated courses from outside vendors.

**Impact on Residents and Businesses**

This initiative supports Riverside County's 2030 Vision by developing public service employees professionally and personally to meet the demands of the 21st century workforce by creating a

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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high performing and resilient organization that provides excellent customer and community service. Additionally, travel time and cost is reduced by providing online training solutions to employees.

**Additional Fiscal Information**

The cost of Skillsoft, Inc. training and materials is recovered through the HR rate. The full cost of the five (5) year single source renewal is \$1,298,939. The cost per fiscal year is as follows: FY19/20- \$249,602; FY20/21- \$254,594, FY21/22- \$259,686; FY22/23- \$264,880; FY23/24- \$270,177.

**Contract History and Price Reasonableness**

The Purchasing and Fleet Services Department released a Request for Proposal (RFP) on October 7, 2014, soliciting proposals for e-Learning Services on behalf of the Human Resources Department. On January 6, 2015, the Board of Supervisors approved the Termed Master License Agreement with Skillsoft Corporation for five years through December 30, 2019, (Item #3-24).


Skillsoft Corporation's content is compatible with the Sumtotal Systems Learning Management System and is compliant with Section 508 of the Rehabilitation Act of 1973. Skillsoft Corporation has proprietary ownership rights on most of its online courses which helps reduce risks of major delivery problems and allows for semi-customization of course content. Skillsoft Corporation immediately uploads new courses, books, and videos on a monthly basis whereas re-sellers of Skillsoft Corporation's content cannot. Re-sellers do not own Skillsoft Corporation content and there is no guarantee that a re-seller could support Riverside County's online function with as robust of a library for years to come. Skillsoft Corporation's service supports marketing, program management, technical integration, return on investment (ROI) calculations, usage statistics, and overall value measurements for Riverside County.

The County of Riverside received the maximum discount offered to government agencies from Skillsoft Corporation. Moreover, Skillsoft Corporation periodically extends promotional discounts on training certifications. As a result, HR is able to continue to extend learning opportunities to County of Riverside employees at significantly lower costs than market value.

**ATTACHMENTS:**

**SCHEDULE A.      Order Form to Termed Master License Agreement between Skillsoft Corporation and County of Riverside**

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

  
Teresa Summers, Director of Purchasing 12/10/2019

  
Sarah Franco, Human Resources Division Manager 12/10/2019

  
Gregory F. Priamos, Director County Counsel 12/11/2019

**ORDER FORM**

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 31 December 2019 (the "Effective Date") by and between Skillsoft Corporation ("Skillsoft") and County Of Riverside ("Customer") and issued in accordance with the terms and conditions and made a part of the Termed Master License Agreement between Skillsoft and Customer dated 31 December 2014, as amended (the "Agreement").

**1. LICENSE DETAILS**

**LICENSE TERM: START DATE: 31 DECEMBER 2019**

**END DATE: 30 DECEMBER 2020**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
ACTIVE CONTENT: 2	N/A
SKILLPORT BUSINESS EXPERT	1,000
SKILLPORT COMPLIANCE LEGAL	22,000
SKILLPORT PRODUCTIVITY & COLLABORATION TOOLS	1,000
SKILLPORT SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM	1,000
SKILLPORT TECHNOLOGY & DEVELOPER EXPERT	250

**DEPLOYMENT METHOD:** Extranet Hosting Services with Open Learning Services

**2. LICENSE FEES AND COMMITMENT.** Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES
Y1	\$249,602.00
TOTAL	\$249,602.00

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

**2.1 OPTION YEAR 1.** Skillsoft agrees that Customer may elect to extend the License Term of this Order Form for an additional twelve (12) month period (31 December 2020 – 30 December 2021) for the same Skillsoft Products and Authorized Audience levels set forth herein for an annual license fee of \$254,594.00. In the event Customer elects to extend this Order Form pursuant to this Section 2.1, Customer shall provide Skillsoft with written notice of such election thirty (30) days prior to 31 December 2020 and the parties shall execute a mutually agreeable amendment to the Agreement and this Order Form to memorialize such extension.

**2.2 OPTION YEAR 2.** Skillsoft agrees that Customer may elect to extend the License Term of this Order Form for an additional twelve (12) month period (31 December 2021 – 30 December 2022) for the same Skillsoft Products and Authorized Audience levels set forth herein for an annual license fee of \$259,686.00. In the event Customer elects to extend this Order Form pursuant to this Section 2.2, Customer shall provide Skillsoft with written notice of such election thirty (30) days prior to 31 December 2021 and the parties shall execute a mutually agreeable amendment to the Agreement and this Order Form to memorialize such extension.

**2.3 OPTION YEAR 3.** Skillsoft agrees that Customer may elect to extend the License Term of this Order Form for an additional twelve (12) month period (31 December 2022 – 30 December 2023) for the same Skillsoft Products and Authorized Audience levels set forth herein for an annual license fee of \$264,880.00. In the event Customer elects to extend this Order Form pursuant to this Section 2.3, Customer shall provide Skillsoft with written notice of such election thirty (30) days prior to 31 December 2022 and the parties shall execute a mutually agreeable amendment to the Agreement and this Order Form to memorialize such extension.

**2.4 OPTION YEAR 4.** Skillsoft agrees that Customer may elect to extend the License Term of this Order Form for an additional twelve (12) month period (31 December 2023 – 30 December 2024) for the same Skillsoft Products and Authorized Audience levels set forth herein for an annual license fee of \$270,177.00. In the event Customer elects to extend this Order Form pursuant to this Section 2.4, Customer shall provide Skillsoft with written notice of such election thirty (30) days prior to 31 December 2023 and the parties shall execute a mutually agreeable amendment to the Agreement and this Order Form to memorialize such extension.

**3. ORDER FORM DEFINITIONS.** Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

**Active Content** is any Custom Content that can be hosted on Skillport for which Skillport can launch, and track the scores, accesses and duration.

**Course Object** shall mean current and future online computer based training materials developed and owned by Skillsoft and/or its licensors in the content areas relating to business skills, employee health and safety, legal compliance, financial services industry, desktop applications and information technology, including all hard copy, machine-readable materials that comprise the object, including, all related software, data, disks, tapes, CD-ROM, Documentation and packaging delivered, including by electronic delivery, to Customer. Planned Course Object(s) that are not commercially available at the time of Customer's selection are available on a 'when and if' basis. A target date is indicative of the anticipated release date but is subject to change or removal by Skillsoft without notice. The materials provided hereunder have been developed with subject matter expertise from various third parties but are intended for informational and educational purposes only and do not constitute legal advice or guarantee compliance with any federal, state or local laws or regulations. Although Skillsoft undertakes all reasonable efforts to maintain the legal accuracy of this content and make updated content available to customers, neither Skillsoft nor any third party represents or warrants that the content reflects current legal developments; customers are encouraged to consult local counsel before taking any action based on the content or information provided hereunder.

**Custom Content** shall mean the creation of an on-line computer based training course proprietary to Customer's business.

**Extranet Hosting Services with Open Learning Services** shall mean a method of delivery and access to the Course Object(s) whereby Skillsoft shall host the Course Object(s) on Skillsoft servers using Skillsoft's Open Learning Services Architecture. The 'Open Learning Services Architecture' is Skillsoft's proprietary platform through which Customer may access the Course Object(s) through an application interface via the World Wide Web. Skillsoft will provide all Extranet Hosting Services with Open Learning Services as they relate to management of Course Object(s) including securing server space, installation and maintenance of Course Object(s) and allocation of bandwidth. If Customer licenses Extranet Hosting Services with Open Learning Services and Skillsoft releases any Updates to Extranet Hosting Services with Open Learning Services, Skillsoft and Customer shall work together to determine a mutually agreeable time to upgrade the Customer to the latest version. If Customer is not willing or able to upgrade to the latest version, Customer acknowledges that it will not be entitled to other Skillsoft Product Updates that are not compatible with Customer's version of Extranet Hosting Services with Open Learning Services. Skillsoft reserves the right to upgrade Customer's version of Extranet Hosting Services with Open Learning Services site at any time. These upgrades may be conducted during production time.

**Skillport Compliance Legal** is a package of Course Objects in the area of legal compliance, including but not limited to the Global Code of Conduct course, subject to the Authorized Audience level, in accordance with the terms and conditions set forth herein. Customer acknowledges that for Customer to enable full use of the Global Code of Conduct course, customizations are required. In the event that Customer elects to have Skillsoft perform such customizations a mutually agreeable Statement of Work setting forth the work to be performed and the applicable fees shall be executed between the parties.

**License Term** shall mean the period of time from the Start Date through the End Date.

**Skillport Skillsoft Leadership Development Program** is a package of selected assets in the area of leadership development, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillsoft Leadership Development Program throughout the term of this Order Form.

**Skillport Technology & Developer Expert** is a package of selected assets in the area of technology & developer, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Technology & Developer Expert throughout the term of this Order Form.

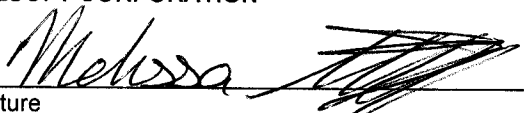
**Skillport Business Expert** is a package of selected assets in the area of business, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Business Expert throughout the term of this Order Form.

**Skillport Productivity & Collaboration Tools** is a package of selected assets in the area of productivity & collaboration tools, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Productivity & Collaboration Tools throughout the term of this Order Form.

**RATIFICATION.** The terms and conditions of the Agreement shall govern the use of the Skillsoft Products provided hereunder.

The authorized representatives of Skillsoft and Customer have executed this Order Form signifying their agreement to its contents.

**SKILLSOFT CORPORATION**

  
 \_\_\_\_\_  
 Signature


**Melissa Talty**  
**Sr Mgr, Contracts & Revenue**

\_\_\_\_\_  
 Print Name


\_\_\_\_\_  
 Title

December 5, 2019  
 \_\_\_\_\_  
 Date

**COUNTY OF RIVERSIDE**

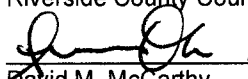
APPROVED:  
  
 \_\_\_\_\_  
 Kevin Jeffries, Chairman  
 Riverside County Board of Supervisors

DEC 17 2019  
 \_\_\_\_\_  
 Date

ATTEST:  
  
 \_\_\_\_\_  
 Kezia Harper,  
 Riverside County Clerk of the Board

DEC 17 2019  
 \_\_\_\_\_  
 Date

APPROVED AS TO FORM:  
 Office of Gregory Priamos,  
 Riverside County County Counsel

  
 \_\_\_\_\_  
 for David M. McCarthy  
 Deputy County Counsel

\_\_\_\_\_  
 Date

CUSTOMER INFORMATION EXHIBIT

BILL TO  
CONTACT  
PHONE  
E-MAIL  
ADDRESS  
CITY  
STATE  
COUNTRY  
ZIP CODE

County Of Riverside
Shondi Miller
(951) 955-0989
shomiller@rivco.org
2980 Washington St
Riverside
CA
US
92504

SHIP TO  
CONTACT  
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