

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



**ITEM: 3.6
(ID # 22773)**

MEETING DATE:
Tuesday, October 03, 2023

FROM : CHILD SUPPORT SERVICES:

SUBJECT: DEPARTMENT OF CHILD SUPPORT SERVICES: Approve and Authorize the Purchasing Agent to Issue a Purchase Order to Public Knowledge, LLC, Without Seeking Competitive Bids for the Purchase of Child Support Training Licenses for FY23/24 in the Amount of \$65,768, All Districts. [Total Cost \$65,768 - 66% Federal Funding, 34% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Purchasing Agent to issue a Purchase Order to Public Knowledge, LLC, for the purchase of Child Support Training Licenses without seeking competitive bids for a total of \$65,768 for one year through July 30, 2024; and
2. Authorize the Chair of the Board to execute the Task Plan for Effective Child Support Customer Service Bundled Courses Terms and Conditions on behalf of the County.

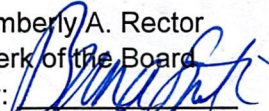
ACTION:Policy, H-11


Kimberly Britt, Director of Child Support Services 9/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 3, 2023
xc: DCSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$65,768	\$0	\$65,768	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 66% Federal Funding, 34% State Funding			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will authorize the Purchasing Agent to issue a Purchase Order to Public Knowledge, LLC, for the purchase of Child Support Training Licenses without seeking competitive bids for a total of \$65,768 for one year through July 30, 2024. The Department of Child Support Services is reinforced with education solutions that not only cover critical child support topics but also keep department employees focused on a continual improvement cycle.

The tailored training will further assist Riverside County Department of Child Support Services professionals, as well as analyze service delivery systems at local, regional, and state levels. Furthermore, the licenses from Public Knowledge, LLC, will provide detailed strategies to improve system efficiency, effectiveness, and customer service to Riverside County families.

The licenses include the following five (5) interactive modules:

- Module 1: Basics of Effective Child Support Customer Service.
- Module 2: Communication Skills for Effective Child Support Customer Service.
- Module 3: Elevating Communication and Rapport Building Skills.
- Module 4: Unintended Bias and Cultural Competence.
- Module 5: Child Support Customer Service in Action.

Riverside County Department of Child Support Services values the importance of providing consistent professional development for optimal service delivery. The goal is to reduce barriers to accessing the information needed for child support professionals to complete essential duties and provide the best customer service to Riverside County families. The department requires the licenses to allow all child support services employees to complete the interactive modules and pass a final exam within 90 days of employment. As a result, staff will receive a completion certificate as a part of the new hire onboarding process with the Department of Child Support Services.

Impact on Residents and Businesses

The eLearning Design and Development Solutions are customized to Riverside County Department of Child Support Services' needs, ensuring content is focused, relevant, and retained by County employees, enabling them to reach their full potential. Public Knowledge has

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

created a Child Support Customer Service content bundle to provide Riverside County DCSS employees with the training and personal and professional development required for maximum value to Riverside County families. Public Knowledge, LLC understands the importance of providing consistent professional development for optimal service delivery. The goal is to reduce barriers to accessing the information needed for child support professionals to do their job and provide the best customer service to Riverside County families.

Additional Fiscal Information

The full cost of the Child Support Training Licenses from Public Knowledge, LLC is \$65,768.04. The source of funding is 66% Federal Funding and 34% State Funding for a one (1) year contract.

Contract History and Price Reasonableness

The County of Riverside Child Support Services Department is being offered a 5% discount for over 200 licenses which is a value of \$3,498. As well as an additional discount of 1%, which is a value of \$699. Public Knowledge, LLC is offering the County of Riverside an overall savings of \$4,197 through the discounts offered.

ATTACHMENTS:

Approved Policy H-11, Technology Procurement RCIT H11 Confirmation
Approved Single Source Justification Form
Public Knowledge, LLC Proposal and Task Plan, including Terms and Conditions


Anna Marie Marie Johnson-Earis, Procurement Contract Specialist 8/31/2023


Meghan Hahn, Deputy Director of Procurement 8/31/2023


Brianra Lontajo, Principal Management Analyst 9/26/2023


Meghan Hahn, Deputy Director of Procurement 8/31/2023


Aaron Gettis, Deputy County Counsel 9/18/2023



County of Riverside
DEPARTMENT OF CHILD SUPPORT SERVICES

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, CA 92512-1147



Kimberly Britt
Director

Nicole Windom-Hurd
Assistant Director

Date: June 28, 2023

From: Department of Child Support Services

To: Board of Supervisors/Purchasing Agent

Via: Jasmine Rodriguez, 951-955-2982

Subject: Sole Source Procurement; Request for Child Support Training Licenses from Public Knowledge

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

1. **Supplier being requested:** Public Knowledge, LLC.

2. **Vendor ID:** 0000243981

3. **Single Source** **Sole Source**

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

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

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

Yes
SSJ# _____

No

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

Yes

No

5. **Supply/Service being requested:** Public Knowledge provides a Task Plan for Effective Child Support Customer Service. They are bundled courses in an online and on-demand training format with multiple modules covering topics specializing in Child Support Services

6. **Unique features of the supply/service being requested from this supplier.** Public Knowledge designs education solutions that not only cover critical Child Support topics to staff but also keep department employees focused on a continual improvement cycle. Public Knowledge information is developed by Public Knowledge and is proprietary. The vendor will provide tailored training to further assist Riverside County Department of Child Support Services child support professionals, as well as analyze service delivery systems at local, regional, and state levels and provide detailed strategies to improve system efficiency, effectiveness, and customer service. The unite features are the training modules that are developed by Public Knowledge.

- Module 1: Basics of Effective Child Support Customer Service.
- Module 2: Communication Skills for Effective Child Support Customer Service.
- Module 3: Elevating Communication and Rapport Building Skills.

Riverside Office (Executive):
2041 Iowa Avenue
Riverside, CA 92507

Indio Office:
47-950 Arabia Street
Indio, CA 92201

Blythe Office:
260 N. Broadway
Blythe, CA 92225

For assistance, please call us at: (866) 901-3212

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- Module 4: Unintended Bias and Cultural Competence.
- Module 5: Child Support Customer Service in Action.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The eLearning Design and Development Solutions are customized to Riverside County Department of Child Support Services' needs, ensuring content is focused, relevant, and retained by county employees, enabling them to reach their full potential. Public Knowledge has created a Child Support Customer Service content bundle to provide Riverside County DCSS employees with the training and personal and professional development required for maximum value to Riverside County families. Public Knowledge understands the importance of providing consistent professional development for optimal service delivery. The goal is to reduce barriers to accessing the information needed for child support professionals to do their job and provide the best customer service to Riverside County families. Child Support Services employees must complete the interactive modules and pass a final exam within 90 days of employment to receive a completion certificate as a part of the new hire onboarding process.

8. **Period of Performance:** From: August 2023 to July 2024
 (total number of years: 1 year)

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

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

Description:	FY 23/24	FY__	FY__	FY__	FY__	Total
One-time Costs:	\$65,768.04					\$65,768.04
<i>234 licenses for Effective Child Support Customer Service Full course with Five Modules, valid for 1 year.</i>						
Ongoing Costs:	\$0					
Previous SSJ Approved Amounts:	\$0					
Total Costs	\$65,768.04					

Note: Insert additional rows as needed

10. **Price Reasonableness:** (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

The price provided by Public Knowledge is cost effective because the County of Riverside Child Support Services Department is being offered a 5% discount for over 200 licenses which is a value of \$3,498.30. As well as an additional discount of 1%, which is a value of \$699.66. Public Knowledge is offering the County of Riverside an overall savings of \$4,197.96 through the discounts offered.

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


 Department Head Signature
 (or designee)

Kimberly Britt 7/27/2023
 Print Name Date

Riverside Office (Executive):
 2041 Iowa Avenue
 Riverside, CA 92507

Indio Office:
 47-950 Arabia Street
 Indio, CA 92201

Blythe Office:
 260 N. Broadway
 Blythe, CA 92225

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

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Purchasing Agent Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 65,768 / per fiscal year through 6/30/24 (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn

7/28/23

24-030

(Reference on Purchasing Documents)

Riverside Office (Executive):
2041 Iowa Avenue
Riverside, CA 92507

Indio Office:
47-950 Arabia Street
Indio, CA 92201

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260 N. Broadway
Blythe, CA 92225

For assistance, please call us at: (866) 901-3212



Riverside County Department of Child Support Services

Task Plan for Effective Child Support Customer Service Bundled Courses

September 12, 2023

Start Date	End Date
September 13, 2023	September 12, 2024

This Task Plan is made and entered into between Public Knowledge® (PK) and the Riverside County Department of Child Support Services (DCSS) as of June 16, 2023. Upon signing the Task Plan, PK will work with you to establish mutually agreeable timelines.

Company Name	Public Knowledge®
Customer	Riverside County DCSS
Project Name	PK Learning – Effective Child Support Customer Service
SOW#	LD CA Riverside County DCSS Compliance Collection
Subcontractor Agreement	N/A
Company Contact	Les Jones ljones@pubknow.com (506) 461 9480
Customer Contact	Tiffany James TJames@RivCo.org (951) 955-9679

Solution

PK has been providing world-class eLearning solutions to our global clients for two decades. We design education solutions that not only deliver your critical business messages to staff but keep them focused on a continual improvement cycle. Further, we recognize the importance of training being effective – it’s an investment, not an expense. To deliver return on investment (ROI), training cannot be one size fits all. Our eLearning Design and Development Solutions will be customized to Riverside County DCSS’s needs,



ensuring content is focused, relevant, and retained by your employees, enabling them to reach their full potential. We have created a Child Support Customer Service content bundle to provide Riverside County DCSS employees with the training and personal and professional development required for maximum value to your business and return on the investment of this solution.

Table 1. Expectations

PK provides	Riverside County DCSS provides
Learning Consultants to assist in adoption and usage	Riverside County DCSS logo, color palette, and homepage verbiage (if requested)
Reporting services which include detailed analytics on every aspect of the adoption and usage of the program	Information outlined in the User Template file provided by PK. Information usually includes a list of employees, email addresses, Riverside County DCSS roles, etc.
	Other information as identified in an onboarding meeting with your Learning Consultant



Phase 1: Development

PK will provide one Learning Consultant to Riverside County DCSS for the initial phase to meet the objectives of this phase of the project.

Table 2. Development Phase

Representative Activities	<ul style="list-style-type: none"> • Build and brand the site using images, color palettes and verbiage • Organize content library • Develop a training strategy that may include training assignments, training program curation, capturing of external training within the LMS, and additional site functionality • Develop User Maintenance process between Riverside County DCSS and PK • Set service expectations for contract duration
Assumptions	<ul style="list-style-type: none"> • Riverside County DCSS will provide access to minimum of one main contact.
Deliverables	<ul style="list-style-type: none"> • Branded LMS site • Courses purchased loaded onto the LMS • Course assignments

Phase 2: Deployment and Support

PK will provide one Learning Consultant to Riverside County DCSS for the initial phase to meet the objectives of this phase of the project.

Table 3. Deployment and Support

Representative Activities	<ul style="list-style-type: none"> • Develop and implement a “go-live” plan to support training strategy in collaboration with Riverside County DCSS • Provide regular user maintenance and license consumption monitoring • Assign additional training to users as needed • Provide monthly reporting • Library maintenance as needed when content is retired or during contract anniversary
Assumptions	<ul style="list-style-type: none"> • Riverside County DCSS will provide access to minimum of one main contact.



eLearning Course Pricing

PK will provide licenses for the Effective Child Support Customer Service – 5 modules course for the Client for a firm, fixed price as follows (all prices provided are in US dollars):

Course	# of licenses	Price/license	Purchase price
Effective Child Support Customer Service Full course with Five Modules as follows: Module 1: Basics of Effective Child Support Customer Service Module 2: Communication Skills for Effective Child Support Customer Service Module 3 Elevating Communication and Rapport Building Skills Module 4: Unintended Bias and Cultural Competence Module 5: Child Support Customer Service in Action	234	\$299.00	\$69,966.00
Less 5% discount for over 200 licenses			(\$3,498.30)
Less 2 nd year discount of 1%			(\$699.66)
Total			\$65,768.04

PK will invoice Riverside County DCSS after full execution of this Bill of Sale, plus any applicable taxes. All invoices issued hereunder shall be due and payable net thirty (30) days from the date of invoice.



Change Order Process

We will address any scope and schedule changes by updating this document and logging it in the revision history. Parties will acknowledge acceptance of the changes by signing below.

Revision History

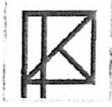
Date of this version: [Month X, Year]

Revision Number	Revision Date	Summary of Changes	Changes Marked
0.1	D/MM/YYYY		
0.2	D/MM/YYYY		

Acceptance of Change Order Signatures

Both parties agree that they accept all changes written in this document and summarized in the Revision History above by signing below. In case of any inconsistency, conflict, or ambiguity among the documents, the document with the latest revision date shall govern.

Public Knowledge®		Riverside County DCSS	
Signature	N/A	Signature	N/A
Name	Stacey Moss	Name	
Title	President	Title	
Date		Date	



Terms and Conditions

The following terms apply to the eLearning training modules' curriculum and training platform developed by Public Knowledge, LLC (PK), also known hereinafter as Contractor. These terms, along with any applicable statements of work or proposals, reflect the complete agreement between PK and its Clients, collectively the Parties, regarding the eLearning training modules' curriculum and training platform developed by PK. Any prior oral or written communications between PK and the Client are hereby replaced by the terms and conditions in this agreement together with any applicable proposal or statements of work.

1. PROVISION OF SERVICES

The Contractor shall provide to the Client the Services described in the written description of services set forth in the attached Statement of Work or Proposal. Any work requested and performed by the Contractor for the Client not identified within the Statement of Work or any Addenda will be done so on a time and materials basis as otherwise agreed by both parties.

2. E-LEARNING CURRICULUM AND TRAINING PLATFORM

PK offers several development options for the development of eLearning training modules' curriculum and training platform services to all clients upon request, which PK updates from time to time. Clients can use aforementioned development options to choose a package to meet their current eLearning training modules' curriculum and training platform services needs. PK reserves the right to add or withdraw any portion of PK'S approach in the development of the eLearning training modules' curriculum and training platform services at any time, for any reason, and without notice.

3. CONFIDENTIALITY

Each party acknowledges that during the provision of the Services, it may learn from the other party certain non-public, personal, or otherwise confidential information. Each party shall regard all non-public or confidential information it receives, which in any way relates or pertains to the other party, including its Clients and employees, as confidential. Each party shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than as required under this Service Agreement or as expressly and specially permitted in writing by the other party or as required by law. This provision shall survive the termination of this Service Agreement.

Notwithstanding the above, the Parties may disclose confidential information if required to do so pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case, the Parties agree to immediately notify the other party of such a request.



4. INTELLECTUAL PROPERTY

4.1 Intellectual Property means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, educational materials, designs, computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United States and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations, and substitutions.

4.2 Each Party will maintain all right, title, and interest in pre-existing intellectual property in existence prior to the effective date of any agreement to provide services.

4.3 Title to and ownership of all of work product and other property designed, developed, provided, or otherwise resulting from PK'S services performed hereunder (the "Deliverables"), together with the intellectual property rights therein, shall vest in and belong exclusively to the Client.

4.4 The parties intend that the Deliverables shall be considered work-for-hire to the extent they qualify under applicable law. To the extent all rights in the Deliverables do not automatically vest in Client, PK hereby assigns to Client all its right, title, and interest in and to all Deliverables, including, without limitation, all intellectual property therein. PK ensures that any individuals supplied to perform the services or produce the Deliverables have entered into appropriate agreements to give effect to the rights and obligations herein, including, without limitation, assignment of Intellectual Property and waivers of author's moral rights, if any, in the Deliverables.

4.5 Notwithstanding sections 4.3 and 4.4, while providing services, PK may use tools, utilities, methodologies, techniques, specifications, programs, and other materials and know-how owned by PK ("PK Proprietary Materials"). PK Proprietary Materials include, but is not limited to, PK'S copyright, patent, trademarks, trade secrets, mask ware, mask works, and all other intellectual property rights in all Deliverables. Title to and ownership of all PK Proprietary Materials used by PK in connection with fulfilling PK'S obligations arising out of this agreement, together with the intellectual property rights therein, shall remain with PK whether they are specifically adapted by PK for use by Client. Client shall have or obtain no rights in PK Proprietary Materials; provided that, to the extent that the PK Proprietary Materials are contained in Deliverables, PK grants Client a perpetual, non-transferable, non-cancelable, paid-up right license, with the right to make, use, sell, reproduce, and otherwise



use such PK Proprietary Materials to the extent necessary to permit Client to fully exploit the Deliverables.

4.6 If the Deliverable(s) require(s) a separate third-party license to incorporate any proprietary information or materials developed by a third-party, PK shall promptly notify Client, and Client shall be required to obtain on its own a license or licenses to use such proprietary information or third-party material.

4.7 Nothing in the Contract will operate to transfer to the Client or grant to the Client any license or other right to use any of PK's Intellectual Property Rights.

5. FEES AND PAYMENT

5.1 The fees payable for the eLearning training modules' curriculum and training platform under this Contract shall be invoiced upon the completion of the development. Invoices will be issued after all services and deliverables have been provided to clients. Each invoice shall be payable within 30 days on which the invoice is issued. Overdue accounts will be charged interest at the rate of 1.5% per month. If another entity, other than the Client, is making payment, Client must notify PK so it can perform regulatory required due diligence. Client agrees to pay amounts due, including any additional charges, applicable taxes and late fees, as PK specifies in the invoice.

5.2 All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount, or abatement unless the Client is otherwise expressly permitted to do so by law or Order of Court.

6. LIMITATIONS ON LIABILITY

6.1 To the extent permitted by law, PK, its employees, agents, and sub-contractors exclude all liability for any loss or damage arising from reliance on any information supplied to the Client. If any law prohibits the exclusion of such liability, PK limits its liability, to the extent permitted by law, to the re-performance of the Services. Compliance with any such regulations related to the aforementioned e-Learning training or materials is the sole responsibility of the Client receiving such eLearning training modules' curriculum and training platform; PK accepts no responsibility, makes no representations, and disclaims any liability with respect to all such curriculum and training platform. Under no circumstances will PK, its employees, agents or subcontractors, jointly or severally, be liable for any of the following:

6.1.1 Third-party claims against the Client for losses or damages

6.1.2 Loss of, or damage to, records or data



6.1.3 Special, incidental, or indirect damages or for any economic consequential damages (including lost profits or saving), even if PK is informed of the possibility of such

6.1.4 Risk, danger, injury, or damages caused to the Client or the Client's property.

6.2 Where a class or training is to take place on the Client's premises, the premises shall remain safe at all times. The Client will indemnify, keep indemnified, and hold harmless PK in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including without limitation costs of enforcement) and expenses which PK incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against PK for death and/or personal injury arising out of the Client's failure to provide safe premises;

6.3 Neither party shall be held liable or responsible for delays resulting from the negligence or failure of third parties including suppliers, subcontractors, and or carriers who fail to meet their performance obligations through no fault of the parties, provided however that the party experiencing the difficulty promptly notifies the other party. In that event dates by which performance obligations were scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

7. WARRANTIES

THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE CONTAINED HEREIN. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PK MAKES NO WARRANTY AS TO THE RESULTS TO BE ATTAINED BY UTILIZING THE E-LEARNING TRAINING MODULES' CURRICULUM AND TRAINING PLATFORM. PK MAKES NO WARRANTY OF SATISFICATION TO THE USERS' EXPERIENCE OF THE E-LEARNING TRAINING MODULES' CURRICULUM AND TRAINING PLATFORM.

The Contractor warrants that the Services will be carried out in a good and professional manner using qualified personnel and the performance of the Services shall meet the standards of care, skill, and diligence normally met by qualified IT service providers in the jurisdiction where the Contractor is located.

Client's sole remedy for the Contractor's failure to produce the Work or failure to deliver the Work or any other alleged claim is to terminate this Agreement.

If the Client has issues with the work failing to conform with the scope of work under this agreement and the Client reports the issues in writing within 90 days of completion of the work, the Contractor agrees to re-perform at its sole cost and expense any Services which fail to conform with the contractual requirements. Re-performance of nonconforming



services is the Contractor's sole obligation and the Client's sole remedy with respect to any defect or deficiency in the Services.

The Contractor represents and warrants that it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and that its execution and performance of this Agreement is not a violation or breach of any other agreement between the Contractor and any other person or entity.

The Contractor represents and warrants to Client that (i) subject only to the rights granted herein to Client, the Contractor is the sole owner of all rights to the Work, other than any material provided by Client, (ii) the Contractor has not previously granted any rights in the Work to any third party which are inconsistent with the rights granted to Client herein and (iii) the Work, other than any material provided by Client, will not infringe any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party.

The Contractor does not warrant hardware, software, or other products manufactured by third parties that may be provided by the Contractor to the Client in connection with the Services, and as to such products the manufacturer's warranty, if any, shall apply.

8. ASSIGNMENT

The Client may not assign its rights or obligations under this Agreement without the express written consent of the Contractor. The Contractor may not assign its rights or obligations under this Agreement without the express written consent of the Client.

9. FORCE MAJEURE

Notwithstanding any other provision of this agreement, if by reason of Force Majeure, any Party is wholly or partly unable to perform certain of its obligations to the extent, and for the period, that it is affected by Force Majeure, provided that the affected Party give the other Party prompt notice of such inability and nature, cause, and expected duration of the Force Majeure. The Party affected by Force Majeure shall use all reasonable effort to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform, provided that there shall be no obligation on a Party so affected to settle labor disputes, or to test or to refrain from testing the validity of any order, regulation, or law in any court having jurisdiction.

For the purposes of this agreement, Force Majeure means any event beyond the reasonable control of a party and which is unavoidable notwithstanding the reasonable care of that party. This includes events such as, but not limited to, war, strikes, fires, floods, Acts of God, and governmental restrictions.

If these events result in damage or destruction of any network facilities and/or interruption of services, by reason of Force Majeure, the failure to perform shall not be deemed a breach of this Agreement.



In the event that the Party unable to perform its obligation under this Agreement due to Force Majeure is prevented from or delayed in performing its obligations for a period in excess of thirty (30) calendar days due to any cause beyond its reasonable control, the obligations of the other Party shall be suspended until such time as when the frustrated Party prevented or delayed in performing its obligations is again able to fulfill its obligations.

10. MODIFICATION AND AMENDMENTS

PK's services are limited to the scope of work and as specified in the Statement of Work. Any change in the scope of curriculum or training platform must be authorized by both Parties in writing and memorialized in a Project Change Notice (PCN).

11. ENFORCEABILITY

If this agreement or any part hereof is found to be unenforceable by a court of law, then the parties agree that such unenforceable portion shall be severed and the remainder of this agreement shall be enforced in accordance with its terms, to the fullest extent of the law.

12. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the exclusive venue for any causes of action arising here from shall be brought to a court of competent jurisdiction in the State of California.

13. WAIVER

The failure by Contractor to assert any or all its rights under this agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the acceptance of any payment or service.

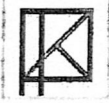
14. ENTIRE AGREEMENT

This agreement is the entire agreement between the parties and any modification must be in writing and signed by all Parties.

15. CONFLICT OF INTEREST

The Contractor shall, while this Agreement is in effect, avoid situations, agreements, or relationships which might cause a conflict of interest and shall immediately notify the Client if any such conflict does or might appear to rise. No part of the price for this Agreement shall be paid directly or indirectly by the Contractor to an employee of the Client in connection with any work contemplated or performed in relationship to this Agreement.

16. EMPLOYMENT RESTRICTION



The Client agrees not to hire or attempt to hire, directly or indirectly, any employee of the Contractor during the Term of this Agreement and for a period of 1 year thereafter. This shall not apply to responses to general advertisements for employment.

17. PRIVACY

Contractor is committed to the protection of personal information. While assisting the Client, employees, assigned to this Engagement may need to obtain, use and disclose personal information in the possession of, or under the control of, the client, The Contractor shall request consent from the Client to obtain, use and disclose it for its required purposes. The Client shall not unreasonably withhold consent to Contractor.

18. SUBCONTRACTING


The Client agrees that Contractor may subcontract any or all the Services to any of its Affiliates or to a third-party subcontractor without the prior written approval of Client, provided that such party(ies) shall commit (as applicable) to be bound by the obligations set forth in the Engagement.




**PUBLIC
KNOWLEDGE**

1. Signatures

Both parties agree that PK will perform all services in a manner that remains lawful, accurate and professional, and PK warrants that the services will be of a professional quality conforming to industry best standards and procedures. Any information provided to or encountered by PK in its performance of the services will be treated as confidential by PK.

Public Knowledge®		Riverside County DCSS	
Signature		Signature	
Name	Stacey Moss	Name	Riverside County
Title	President	Title	Chair, Board of Supervisors
Date	September 12, 2023	Date	September 12, 2023

FORM APPROVED COUNTY COUNSEL
 BY:  9/18/2023
 AMRIT P. DHILLON DATE

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By 
 DEPUTY