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Contract Number

18-159 A-4

SAP Number

Workforce Development Department

**Department Contract
Representative
Telephone Number**

Bradley Gates

(909) 387- 9856

Contractor

County of Riverside through
its Housing and Workforce
Solutions (Workforce
Development Division)

Contractor Representative

Carrie Harmon

Telephone Number

On File

Contract Term

April 3, 2018 to June 30, 2026

Original Contract Amount

N/A

Amendment Amount

N/A

Total Contract Amount

N/A

Cost Center

N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 4
TO MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

This Fourth Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 4"), is entered into this 29th day of November, 2022, by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing and Workforce Solutions Department (Workforce Development Division) ("Riverside") and San Bernardino County, a political subdivision of the State of California, through its Workforce Development Department ("San Bernardino"), hereinafter individually and collectively referred to as the "Party or the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into that certain Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants (the "MOU") on April 3, 2018, for the purpose of implementing regional activities and seven (7) subgrants under the Workforce Innovation and Opportunity Act ("WIOA"); and

WHEREAS, the Parties entered into that certain First Amendment to the MOU on December 17, 2019, for the purpose of amending Exhibit A to reflect the addition of two (2) Subgrants, as "Subgrants" is defined in the MOU, from the California Workforce Development Board ("CWDB") for WIOA Regional Organization ("RO"), Regional Training, and Regional Planning Implementation ("RPI") 2.0; and

WHEREAS, the Parties entered into that certain Second Amendment to the MOU on September 1, 2020, for the purpose of amending Exhibit A to reflect the addition of one (1) Subgrant from the CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire Slingshot Initiative, and to extend the Term of the MOU through September 30, 2021; and

WHEREAS, the Parties entered into that certain Third Amendment to the MOU on June 8, 2021 for the purpose of authorizing their designated representatives to amend Exhibit A to incorporate additional Subgrants and funds received from the CWDB, including one (1) Subgrant from the CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire Slingshot Initiative, up to a cumulative aggregate amount not to exceed \$10,000,000 over the term, and to extend the Term of the MOU through June 30, 2026; and

WHEREAS, the IERPU anticipates receiving additional grants from the State, and the U.S. Department of Labor ("DOL") and U.S. Economic Development Administration ("EDA"), (collectively, "Federal"), in addition to the Subgrants; and

WHEREAS, the Parties now desire to amend the MOU to provide additional flexibility to promptly receive State and Federal grant funds and execute Service Agreements, as set forth in the MOU, between the two agencies in order to provide more expedient services to their respective communities; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Amendment No. 4 and the mutual covenants, terms and conditions contained herein, the Parties agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by this reference.
2. The First Recital of the MOU is hereby deleted and replaced with the following:

WHEREAS, the California Workforce Development Board (CWDB) has designated the Riverside County Workforce Development Board (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB), collectively, as the Inland Empire Regional Planning Unit (IERPU) for the purpose of implementing regional activities, subgrants (Subgrants) under the Workforce Innovation and Opportunity Act (WIOA), and all State and Federal funded grants awarded to the IERPU (collectively, "State and Federal Regional Grants"); and

3. Section 1.2 of the MOU is hereby deleted and replaced with the following:

1.2 State and Federal Regional Grants and Subgrant Information. Information pertaining to the State and Federal Regional Grants and Subgrants, such as the applicable Lead Subgrantee, Subgrant Number, Grant Start and End Date, and Total Grant Allotment is set forth in Exhibit A attached hereto. If the State or Federal regional grant funding agency modifies any of the information pertaining to the State and Federal Regional Grants and Subgrants as set forth in Exhibit A during the Term of this MOU (e.g. Grant Code, the applicable Lead Subgrantee, Subgrant Number), the Parties may mutually agree in writing through their authorized representatives designated in Section 3.18, to modify Exhibit A without further approval from their respective board of supervisors before executing.

4. Section 1.3 of the MOU is hereby deleted and replaced with the following:

1.3 Service Agreement. In order to share the State and Federal Regional Grants and Subgrants funds as the IERPU, the Parties, through their authorized representatives designated in Section 3.18, without further approval from their respective board of supervisors, are hereby authorized to enter into Service Agreements for each State and Federal Regional Grant and Subgrant in substantially the same form as Exhibit B, with non-substantive changes as may be approved by both Parties' legal counsels. Notwithstanding the estimated Service Agreement Amounts set forth in Exhibit A, the Parties, through their authorized representatives designated in Section 3.18, without further approval from their respective board of supervisors, may execute new or amend existing Service Agreements up to, but not-to-exceed, the sum of the Total Grant Allotments threshold not to exceed \$1,000,000 per year, and \$5,000,000 over the Term as set forth in Section 1.3.1 below.

5. Section 1.3.1 of the MOU is hereby deleted and replaced with the following:

1.3.1 Additional State and Federal Regional Grant and Subgrant Funds. Pursuant to the delegation of authority granted by each Party's Board of Supervisors in connection with the approval of this MOU and Section 1.3, in the event additional funds are allocated by the State and Federal funding agency for existing or new State and Federal Regional Grants and Subgrants, the Parties through their authorized representatives designated in Section 3.18, without further approval from their respective board of supervisors, may amend Exhibit A of the MOU to incorporate additional State and Federal Regional Grants and Subgrants and/or additional State and Federal Regional Grant and Subgrant funds received from the State or Federal funding agency and to add or amend Service Agreements, provided that (a) the sum of the Total Grant Allotments for all State and Federal Regional Grants and Subgrants does not exceed a cumulative aggregate amount of \$1,000,000 per year, and \$5,000,000 over the Term; and (b) the State and Federal Regional Grant and Subgrant End Dates do not exceed the Term of the MOU. The Parties shall submit any amendments to Exhibit A of this MOU and any new or amended Service Agreements, each executed under the delegated authority set forth herein, to their respective Clerk of the Board following execution.

6. Section 3.18 of the MOU is hereby deleted and replaced with the following:

3.18 MOU Administration. The Director of Housing and Workforce Solutions, or designee, shall administer this MOU on behalf of Riverside. The Director of Workforce Development Department, or designee, shall administer this MOU on behalf of San Bernardino.

7. The provisions of this Amendment No. 4 shall prevail over any inconsistency or conflicting provision of the MOU, Amendment Nos. 1, 2, and 3, and shall supplement the remaining provisions thereof.

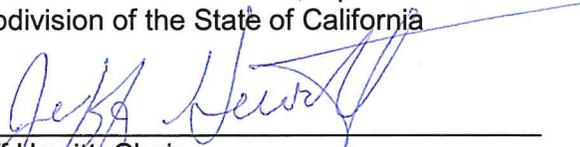
8. The Effective Date of this Amendment No. 4 shall be the date the Parties execute this Amendment No. 4. If the Parties execute this Amendment No. 4 on more than one date, then the last date this Amendment No. 4 is executed by a Party shall be the "Effective Date."
9. Amendment No. 4 and the amended MOU set forth and contain the entire understanding and agreement of the Parties hereto. There are no oral or written representations understandings or ancillary covenants, undertaking or agreement, which are not contained or expressly referred to within the MOU or Amendment Nos. 1-4.
10. All references in the MOU, and related Service Agreements and accompanying documents, to the Housing, Homelessness Prevention and Workforce Solutions Department, Workforce Development Division with respect to the County of Riverside, shall now refer to and mean the Housing and Workforce Solutions Department, Workforce Development Division.
11. Except as otherwise expressly modified herein, all other terms and conditions of the amended MOU remain unchanged and in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed by their duly authorized representatives as set forth below.

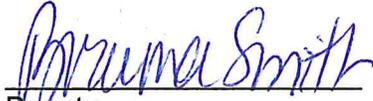
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Date: 11/29/22



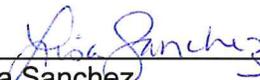
Jeff Hewitt, Chair
BOARD OF SUPERVISORS

ATTEST:
Kecia R. Harper
Clerk of the Board of Supervisors



Deputy

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: 

Lisa Sanchez
Deputy County Counsel

(Signatures Continued on Following Page)

SAN BERNARDINO COUNTY

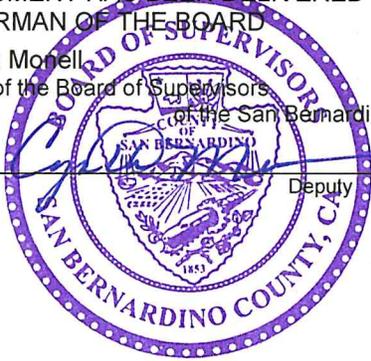
▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 15 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell,
Clerk of the Board of Supervisors
of the San Bernardino County

By *[Signature]* Deputy



FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *Sophie Akins*
Sophie A. Akins, Deputy County Counsel
Date November 3, 2022

Reviewed for Contract Compliance
▶ *Mariann Johnson*
Mariann Johnson, Deputy Director
Date November 3, 2022

Reviewed/Approved by Department
▶ *Bradley Gates*
Bradley Gates, Director
Date November 3, 2022