



Contract Number

18-159 **A-3**

SAP Number

Workforce Development Department

Department Contract Representative	<u>Marlena Sessions</u>
Telephone Number	<u>(909) 387- 9862</u>
Contractor	<u>County of Riverside through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)</u>
Contractor Representative	<u>Carrie Harmon</u>
Telephone Number	<u>On File</u>
Contract Term	<u>April 3, 2018 to June 30, 2026</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 3
TO MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

This Third Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 3"), is entered into this 8th day of June, 2021, by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division) ("Riverside") and the County of San Bernardino, 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

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) regional subgrants 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) regional 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 have received one (1) additional regional subgrant from the CWDB; and

WHEREAS, Section 1.3.1 of the MOU provides that any increase to an existing Total Grant Allotment set forth in Exhibit A in excess of \$100,000 requires approval of each Party's Board of Supervisors; and

WHEREAS, Section 3.15 of the MOU provides that the MOU may be amended, in writing, from time to time by the Parties acting through their respective Board of Supervisors; and

WHEREAS, the Parties now desire to amend the MOU's Exhibit A to reflect the addition of the one regional subgrant from the CWDB and extend the end date to June 30, 2026; and

WHEREAS, the Parties also seek to amend the MOU to provide additional flexibility to promptly receive State funds and execute Service Agreements between the two agencies in order to more 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. 3 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. Section 1.2 of the MOU is hereby deleted and replaced with the following:

1.2 Subgrant Information. Information pertaining to the 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 CWDB modifies any of the information pertaining to the 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 the approval of their respective board of supervisors.

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

1.3 Service Agreement. In order to share the Subgrant funds as the IERPU, the Parties, through their authorized representatives designated in Section 3.18, without the approval of their respective board of supervisors, are hereby authorized to enter into Service Agreements for each 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 the approval of 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 of Ten Million Dollars (\$10,000,000) as set forth in Section 1.3.1 below.

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

1.3.1 Additional 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 CWDB for existing or new Subgrants, the Parties through their authorized representatives designated in Section 3.18, without the approval of their respective board of supervisors, may amend Exhibit A of the MOU to incorporate additional Subgrants and/or additional Subgrant funds received from the CWDB and to add or amend Service Agreements, provided that (a) the sum of the Total Grant Allotments for all Subgrants does not exceed a cumulative aggregate amount of Ten Million Dollars (\$10,000,000) during the Term of this MOU; and (b) the Grant 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 the Clerk of the Board following execution.

5. Section 2.1 of the MOU is hereby deleted and replaced with the following:

2.1 Term. The Term of the MOU will commence on the Effective Date, set forth in the introductory paragraph above, and continue until June 30, 2026, unless terminated earlier by the Parties as provided in Section 3.4 below or extended by written amendment to this MOU executed by the Parties prior to the expiration date.

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

3.18 MOU Administration. The Director of Housing, Homelessness Prevention 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. 3 shall prevail over any inconsistency or conflicting provision of the MOU, Amendment Nos. 1 and 2, and shall supplement the remaining provisions thereof.
8. The Effective Date of this Amendment No. 3 shall be the date the Parties execute this Amendment No. 3. If the Parties execute this Amendment No. 3 on more than one date, then the last date this Amendment No. 3 is executed by a Party shall be the "Effective Date."
9. Amendment No. 3 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, undertakings or agreements, which are not contained or expressly referred to within the MOU or Amendment Nos. 1-3.
10. All references in the MOU, and related Service Agreements and accompanying documents, to the Economic Development Agency, Workforce Development Division with respect to the County of Riverside, shall now refer to and mean the Housing, Homelessness Prevention 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. 3 to be executed by their duly authorized representatives as set forth below.

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

Date: 04.27.2021

Karen S. Spiegel
Karen Spiegel, Chair
BOARD OF SUPERVISORS

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

Wendell Ross
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel

(Signatures Continued on Following Page)

COUNTY OF SAN BERNARDINO

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

Dated: JUN 08 2021

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

By *[Signature]*
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ <u><i>Sophie A. Akins</i></u> Sophie A. Akins, Deputy County Counsel	▶ <u><i>Bradley Gates</i></u> Bradley Gates, Assistant Director	▶ <u><i>Mariena Sessions</i></u> Mariena Sessions, Director
Date <u>4/12/21</u>	Date <u>4/12/21</u>	Date <u>5/11/2021</u>