

MEMORANDUM OF UNDERSTANDING

For the Inland Empire Regional Planning Unit

between

County of Riverside
and
San Bernardino County

This Memorandum of Understanding ("MOU") is made and entered into September 1, 2026, ("Effective Date") by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing and Workforce Solutions, Workforce Development Division ("Riverside County") and San Bernardino County, a political subdivision of the State of California, by and through its Workforce Development Department, ("San Bernardino County"). Riverside County and San Bernardino County are individually referred to as "Party" and collectively referred to herein as "Parties".

RECITALS

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 providing leadership, strategic planning, implementing regional activities, and oversight for workforce programs under the Workforce Innovation and Opportunity Act ("WIOA"); and

WHEREAS, State, Federal, and other public or private funding entities may award funds, including but not limited to grant funds (collectively referred to herein as, "Grants") to either SBCWDB or RCWDB ("Lead Subgrantee") in support of regional planning, plan implementation, workforce board and staff training, and the expansion of workforce services throughout the Inland Empire region; and

WHEREAS, the Parties, through their respective workforce development boards, intend to coordinate and share current and future Grants to implement joint workforce objectives efficiently and effectively; and

WHEREAS, this MOU establishes a framework under which the Lead Subgrantee, on behalf of the IERPU, will receive, allocate, and administer the Grants with the other Party, through separate service agreements to implement regional workforce programs across the Inland Empire; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows

SECTION 1. SUBGRANT FUNDS

- 1.1 Recitals.** The aforementioned Recitals are true and correct and incorporated herein by this reference.
- 1.2 Grant Information.** Information pertaining to current and future Grants, including but not limited to the applicable Lead Subgrantee, Subgrant Number, Grant Start and End Date, and Total Grant Allotment, shall be set forth in Exhibit A. If a funding entity awards, modifies, or otherwise amends any State or Federal Regional Grant or Subgrant during the Term of this MOU (including, but not limited to, changes to the Grant Code, applicable Lead Subgrantee, Subgrant Number, or funding amount), the Parties may mutually agree in a writing signed by the authorized representatives designated in Section 3.18, to modify Exhibit A without first obtaining approval from their respective Boards of Supervisors.
- 1.2.1 Compliance with Grant.** The Lead Subgrantee shall be responsible for compliance with all terms and conditions of the applicable Grants, and any amendments thereto, including but not limited to, any and all applicable reporting, accounting, and financial disclosure requirements. The Parties shall manage and expend the Grants in accordance with the terms and conditions of the Grants, any and all applicable federal and state laws, their applicable county policies, this MOU, and the applicable Service Agreement.
- 1.3 Service Agreements.** In order to share the Grants as the IERPU, the Parties, are hereby authorized to enter into Service Agreements for each of the Grants, in substantially the same form as Exhibit B, with changes as may be approved by both Parties' legal counsels. The Parties, through their authorized representatives, as designated in Section 3.18, without approval from their respective Board of Supervisors, may execute Service Agreements provided that the sum of the Grants does not exceed a cumulative aggregate amount of \$2,000,000 per year, and \$10,000,000 over the Term of this MOU; and (b) the Grant End Date does not exceed the Term of this MOU.
- 1.4 Service Agreement Amendments.** Pursuant to the delegation of authority granted by each Party's Board of Supervisors in connection with the approval of this MOU and Section 3.14, in the event there is a change in the Lead Subgrantee, Subgrant Number, Grant Start and End Date, or Total Grant Allotment, , the Parties through their authorized representatives, as designated in Section 3.18, without further approval from their respective Board of Supervisors, may amend the Service Agreements, provided that (a) the amended sum of the Grants does not exceed a cumulative aggregate amount of \$2,000,000 per year, and \$10,000,000 over the Term of this MOU; and (b) the amended Grant End Date does not exceed the Term of this MOU.

- 1.5 Pass-through; No independent liability.** The purpose of this MOU and the related Service Agreements are to provide a mechanism by which the Lead Subgrantee can share the State and Federal Regional Grant and Subgrant funds received from the State or Federal funding agency with the other Party. There shall be no obligation under this MOU to make payment of funds if such funds are not received through the State and Federal Regional Grant and Subgrants.

SECTION 2. EFFECTIVE DATE AND TERM

- 2.1 Term.** The Term of the MOU will commence on the Effective Date, set forth in the introductory paragraph above, and continue through June 30, 2031, unless extended by written mutual agreement of the Parties or terminated earlier.

SECTION 3. GENERAL TERMS

3.1 Hold Harmless/Indemnification

Each Party agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, board of supervisors, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged gross negligence, intentional or willful misconduct of the Party, its agents, officers, officials, board of supervisors, employees or representatives in the performance of this MOU.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence. In the event a claim or suit is filed, and liability is based on the active conduct of two or more of the Parties, then such Parties shall cooperate and contribute to the defense and indemnity of the claim or suit on an equal basis until such time as comparative negligence is established and damages apportioned. At that time, the responsible Parties shall reimburse the other Party for its costs in accordance with its proportionate share of liability.

The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this

Section.

3.2 Alternative Dispute

The Parties agree that before either Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside or San Bernardino County. Each Party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

3.3 Notices

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are deemed delivered three (3) business days after their deposit in the United States Mail, postage prepaid:

Riverside County:

County of Riverside
Housing and Workforce Solutions, Workforce Development Division
1325 Spruce Street, Suite 400
Riverside, CA 92507
Attn: Contracts and Procurement

San Bernardino County:

San Bernardino County, Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415-0046
Attn: Bradley Gates, Director

3.4 Termination

Either Party may terminate this MOU for any reason by giving written notice to the designated representative of the other Party thirty (30) days prior to the expiration of this MOU. Except as otherwise provided herein, upon termination of this MOU, neither Party shall have any obligation to other.

3.5 Legal Authority

Nothing in this MOU binds the Parties to perform any action that is beyond their legal authority.

3.6 Conflict of Interest

No member, official, or employee of the Parties shall have any personal interest, direct or

indirect, in this MOU nor shall any such member, official, or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

3.7 Interpretation and Governing Law, Severability

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

3.8 No Third-Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third parties, including, but not limited to any businesses or individuals participating in or with IERPU or any affiliates. No other person or entity shall have any right of action based upon the provisions of this MOU.

3.9 Section Headings

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

3.10 Compliance with Laws and Regulations

By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

3.11 Waiver

Any waiver by a Party of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this MOU. Failure on the part of a Party to require exact, full and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing that Party from enforcement of the terms of this MOU.

3.12 Authority to Execute

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

3.13 Amendments and Modifications

It is agreed that the rights, interests, understandings, agreements, and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified, or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

3.14 Administration

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

3.15 Assignment

Neither Party shall delegate or assign any interest in this MOU, without the prior written consent of the other Party.

3.16 Independent Contractor

Neither Party shall have the power to incur any debt, obligation or liability on behalf of the other Party or otherwise act as an agent of the other Party.

3.17 Electronic Signatures

Each Party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The Parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

3.18 Entire MOU

This MOU, including all exhibits and attachments thereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification necessary to this MOU shall be in writing and acknowledged by all Parties to the MOU. In the event of any material discrepancy between the express provisions of this MOU and the provisions of the Grants or Service Agreements, the order of precedence shall be as follows: (1) Grants, and any amendments thereto, (2) the Service Agreements, and (3) this MOU.

[Signatures on Following Page]

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU as of the dates written below.

COUNTY OF RIVERSIDE, a political subdivision
of the State of California, by and through its
Department of Housing and Workforce Solutions,
Workforce Development Division

By: _____
KAREN SPIEGEL
Chair, Board of Supervisors

Dated: _____

APPROVED AS TO FORM
MINH C. TRAN
County Counsel

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: _____
BRADEN HOLLY
Deputy County Counsel

By: _____
Deputy

Dated: _____

Dated: _____

SAN BERNARDINO COUNTY, a political
subdivision of the State of California

By: _____

DAWN ROWE
Chair, Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

LAURA FEINGOLD
County Counsel

By: _____

SOPHIE A. CURTIS
Deputy County Counsel

Dated: _____

ATTEST:

LYNNA MONELL
Clerk of the Board

By: _____

Deputy

Dated: _____

EXHIBIT A
SUBGRANTS

Subgrant Number	Lead Subgrantee	YOA	Grant Code	Description	Grant Start Date	Grant End Date	Total Grant Allotment	Service Agreement Amount
AA611030	San Bernardino	2026	1335	Regional Coordination Project PY 25-26	6/10/2026	3/31/2028	\$1,000,000	\$400,000

EXHIBIT B
SERVICE AGREEMENT

[Attached behind this cover page]