

FIRST AMENDMENT TO SERVICE AGREEMENT
for
INLAND EMPIRE REGIONAL PLANNING UNIT
OPPORTUNITY YOUNG ADULT CAREER
PATHWAYS PROGRAM
between
COUNTY OF RIVERSIDE
and
SAN BERNADINO COUNTY

This First Amendment to the Service Agreement for the for Opportunity Young Adult Career Pathways Program (“Agreement”) is entered into by County of Riverside, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions, Workforce Development Division, (“COUNTY”) and San Bernadino County, a political subdivision of the State of California, by and through its Workforce Development Department, (“SUBCONTRACTOR”). County and Subcontractor are individually referred to herein as a “PARTY” and collectively as the “PARTIES.”

RECITALS

WHEREAS, the COUNTY and SUBCONTRACTOR entered into Agreement No. WDARC-PSA-0003844 (“Agreement”), effective July 1, 2024, through March 31, 2026, to provide Opportunity Young Adult Career Pathways Program services funded under the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Riverside County Workforce Development Board (“RCWDB”) and the San Bernardino County Workforce Development Board (“SBCWDB”) provide oversight of their respective counties’ WIOA programs and collaborate as the Inland Empire Regional Planning Unit (“IERPU”);

WHEREAS, the COUNTY serves as the administrative lead for the Opportunity Young Adult Career Pathways Program and entered into the Agreement with SUBCONTRACTOR to administer and implement Program services;

WHEREAS, the parties desire to modify Exhibit B to reallocate funds between cost categories to align with program implementation needs, and this modification does not increase or decrease the total compensation amount under the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants and conditions set forth herein, the PARTIES agree as follows:

1. Recitals: The recitals set forth above are true and correct and incorporated herein by this reference.
2. Exhibit B - Program Budget: Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the amended “Exhibit B Program Provisions & Budget” attached hereto and incorporated by reference.

3. First Amendment to Prevail: The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement and shall supplement the remaining provisions thereof.
4. Effective Date: This First Amendment to the Agreement shall be effective as of July 1, 2024, the effective date of the original Agreement, notwithstanding the date of execution by the Parties. It shall apply retroactively to cover eligible services and expenditures incurred by SUBCONTRACTOR on or after that date. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
5. Entire Understanding: All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect. The First Amendment and the Agreement 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 this First Amendment and the Agreement.
6. Further Assurances: The Parties agree to take all reasonable actions and execute any additional documents necessary to carry out the intent and purpose of this First Amendment and to ensure its full and effective implementation.
7. Agreement in Full Force and Effect: Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.
8. Use Of Electronic Signatures: This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic or 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 Amendment. The parties further agree that the electronic or digital signatures of the parties included in this Amendment 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First Amendment as of the date set forth below.

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

SUBCONTRACTOR:
COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, by and through its Workforce Development Department

By: Heidi Marshall
HEIDI MARSHALL
Director of Housing and Workforce Solutions

By: Bradley Gates
BRADLEY GATES,
Director of Workforce Development Department

Dated: 4/1/2026

Dated: March 23, 2026

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

APPROVED AS TO FORM:
LAURA FEINGOLD
County Counsel

By: Braden Holly
BRADEN HOLLY
Deputy County Counsel

By: Sophie A. Curtis
SOPHIE A. CURTIS
Deputy County Counsel

Dated: 03/26/2026

Dated: March 17, 2026

EXHIBIT B

Payment Provisions & Budget

1. COUNTY agrees to reimburse SUBCONTRACTOR based on a pay-for-performance model each month during Period of Performance as defined in Paragraph 2.1. The COUNTY shall pay the SUBCONTRACTOR for services performed, products provided, and expenses incurred as outlined in Exhibit A – Scope of Work.
2. SUBCONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by SUBCONTRACTOR within fifteen (15) days from the last day of each calendar month, SUBCONTRACTOR agrees to include as applicable: outreach and resources provided or other outlined expenses per line item as defined in Exhibit B Section II.
3. SUBCONTRACTOR understands that COUNTY can submit requests for additional supporting information for invoices with formal notice given to SUBCONTRACTOR of at least 10 business days.
4. SUBCONTRACTOR must ensure scope of work and performance metrics, as defined in Exhibit A, are fully executed within the allotted program compensation amount as defined in Paragraph 3.1 and outlined in Exhibit B, Section II of this agreement.
5. SUBCONTRACTOR understands that budgeting and expenditure of program funds must be conducted on a timely basis at least 1 month prior to program term completion unless formal notice of program extension is presented by the COUNTY.
6. SUBCONTRACTOR understands that COUNTY can make additional requests for information necessary for program implementation with formal notice given to SUBCONTRACTOR for at least 10 business days. Information may include but not in not limited to budget modifications, marketing information, supplemental data collection, supplemental documents, supplemental reports, supplemental invoice information.

II. Budget Breakdown:

Budget Line Item	Budget
a. Staff Salaries and Fringe Benefits	\$196,880.34
b. Participant Stipends	\$10,110.85
c. Training/Tuition	\$595,938.80
d. Supportive Services	\$43,798.01
e. Indirect Costs (~2.04%)	\$17,272.00
Total	864,000.00



San Bernardino County

DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

Department Signature

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors' action to execute agreements, amendments to agreements or grant applications/awards, on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel review (and Clerk of the Board as needed) prior to signature by designee. For detailed instructions on delegated authority, reference Section 7.2 of the Board Agenda Item Guidelines.

Department/Agency/Entity: Workforce Development Department Due Back to Department By (Date):

Contact Name: Fabian Garcia Telephone: 909-387-9883

Agreement No.: WDARC-PS Amendment No.: 1 Date of Board Item: 6/8/21 Board Item No.: 93

Name of Contract Entity/Project Name: County of Riverside/Opportunity Young Adult Career Pathway Program

Include information from the Board Agenda Item that delegates authority, a justification for approval by the specified authority and how it connects to the original recommendation. Also include a brief background on the request, including details as to what program is being served, documents that require signature, and any other pertinent information, such as dollar amounts, date changes and details that summarize the action requested. If additional space is needed, please attach a separate page.

On June 8, 2021 (Item No. 93) the Board of Supervisors (Board) authorized the Director of the Workforce Development Department (WDD) to execute Service Agreements with the County of Riverside in a template format approved by the Board on April 3, 2018 (Item No. 38), during the extended period of April 3, 2018 to June 30, 2026. Pursuant to this delegation of authority, on October 16, 2024, the WDD Director executed a Service Agreement with the County of Riverside for the Opportunity Young Adult Career Pathway Program (OYA Service Agreement) for a term of July 1, 2024 through March 31, 2026. The parties propose executing an amendment to modify the WDD budget to move funding between line items, pursuant to Section 4.1 of the OYA Service Agreement which authorizes the parties to modify the agreement. \$74,152.34 will be moved into the Staff Salaries and Fringe Benefits line item and \$110.85 will be moved into the Participant Stipend line item from the following line items: \$44,061.20 from Training/Tuition and \$30,201.99 from the Supportive Services line items. The proposed amendment will make no other changes to the OYA Service Agreement and is retroactive to ensure we capture any pending invoices that may have already exceeded their respective budget line items.

Select the document proposed for signature, which must be submitted with this request:

- Standard County Contract Signed Coversheet and Non-Standard County Contract Grant Application Other:

Attach the Board Agenda Item that delegated the authority, copies of the initial document (agreement, grant award, etc.) and all subsequent amendments. Note: If there are numerous amendments, please contact the assigned County Counsel to determine if all amendments need to be attached.

Table with 3 columns: Department Routed to County Counsel, County Counsel Name (Sophie A. Curtis), Date Sent, Reviewing County Counsel Use Only, Review Date (March 17, 2026), Signature, Determination (Within Scope of Delegated Authority).

If the Board Agenda Item requires the document be returned to the Clerk of the Board, County Counsel will route the approved form and submission documents to COB-Delegated Authority with a cc to the department contact. Clerk of the Board will verify it meets the submission requirements and notify the department to transmit the executed hard copies within 30 days of execution. If the Board Agenda item does not require the document be returned to the Clerk of the Board, County Counsel will route the signed form back to the department.

Note: This process should NOT be used to execute documents under a master agreement or template, construction contract change orders, or approval of documents under County Policies 11-15 and 11-16. Contact your assigned County Counsel for instructions related to review of these documents.