THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY				
Riverside County SAN BERNARD	Contract Number			
orkforce Development Board	SAP Number			
Workforce Develop	ment Department			
Department Contract Representative Telephone Number	Reg Javier (909) 387-4460			
Contractor	Riverside County Economic Development Agency, Workforce Development Division			
Contractor Representative	N/A			
Telephone Number	N/A			
Contract Term	April 3, 2018 to June 30, 2021			
Original Contract Amount	N/A			
Amendment Amount	N/A			
	N/A			
Total Contract Amount Cost Center	<u>N/A</u>			

# IT IS HEREBY AGREED AS FOLLOWS:

## AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING FOR THE INLAND EMPIRE REGIONAL PLANNING UNIT WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS

This First Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 1"), is entered into this 19th day of November, 2019, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Economic Development Agency, Workforce Development Division ("Riverside") and the County of San Bernardino, a political subdivision of the State of California, through its Economic 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 subgrants under the Workforce Innovation and Opportunity Act (WIOA); and

**WHEREAS**, Exhibit A of the MOU detailed seven (7) regional subgrants from the California Workforce Development Board ("CWDB") for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire SlingShot Initiative; and

WHEREAS, the Parties have received two (2) additional regional subgrants 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 approved 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 two regional subgrants from the CWDB; and

**NOW, THEREFORE,** in consideration of the foregoing recitals, which are specifically incorporated into the body of this Amendment No. 1 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. Exhibit A of the MOU has been amended to include two (2) additional CWDB grants as follows:

Subgrant Number	Description	Grant Administrative Lead	Grant Term	Total Grant Allotment
K9110050	Regional Planning Implementation 2.0	San Bernardino County	4/01/2019 – 9/30/2020	\$300,000
K9110042	Regional Organizing, Regional Training & Regional Training Coordination	Riverside County	4/01/2019 – 9/30/2020	\$159,400

- 1. The provisions of this Amendment No. 1 shall prevail over any inconsistency or conflicting provision of the MOU, and shall supplement the remaining provisions thereof.
- The Effective Date of this Amendment No. 1 shall be the date the Parties execute this Amendment No.
  If the Parties execute this First Amendment on more than one date, then the last date this Amendment No. 1 is executed by a Party shall be the "Effective Date".
- 3. Amendment No. 1 and the 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 this Amendment No. 1 and the MOU.
- 4. The Parties agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purpose of this Amendment No. 1.
- 5. Except as otherwise expressly modified herein, all other terms and conditions of the MOU remain unchanged and in full force and effect.
- 6. Amendment No. 1 may be signed by the Parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment No. 1.

(Signatures on Following Page)

**IN WITNESS WHEREOF,** the Parties have each caused this Amendment No. 1 to be subscribed by their respective duly authorized officers, on their behalves.

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

Date: \_\_\_\_\_

Kevin Jeffries, Chair BOARD OF SUPERVISORS

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

Deputy

APPROVED AS TO FORM: Gregory P. Priamos County Counsel

By: \_

Amrit P. Dhillon Deputy County Counsel

(Signatures Continued on Following Page)

# COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated:

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 County of San Bernardino

Ву \_\_\_\_\_

Deputy

#### FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department	
Sophie A. Akins, Deputy County Counsel	Molly Wiltshire, Assistant Director	Reg Javier, Deputy Executive Officer	
Date	Date	Date	