



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative	<u>Sandra Harmsen</u>
Telephone Number	<u>(909) 387- 9862</u>
Contractor	<u>County of Riverside through its Riverside County Economic Development Agency, Workforce Development Division</u>
Contractor Representative	<u>N/A</u>
Telephone Number	<u>N/A</u>
Contract Term	<u>April 3, 2018 to September 30, 2021</u>
Original Contract Amount	<u>\$459,400</u>
Amendment Amount	<u>\$400,000</u>
Total Contract Amount	<u>\$859,400</u>
Cost Center	<u>5711752260</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 2
TO MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

This Second Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 2"), is entered into this 23rd day of June, 2020, 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 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 November 19, 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 planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire Slingshot Initiative; 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 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 one regional subgrant from the CWDB and extend the end date to September 30, 2021; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Amendment No. 2 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 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 September 30, 2021, 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.

3. Exhibit A of the MOU has been amended to include one (1) additional CWDB grant as follows:

Subgrant Number	Description	Grant Administrative Lead	Grant Term	Total Grant Allotment
AA011030	Regional Planning Implementation 3.0	San Bernardino County	4/01/2020 – 9/30/2021	\$400,000

A copy of Exhibit A, as amended, will be kept on file at the SUBCONTRACTOR's office available at all times.

4. The provisions of this Amendment No. 2 shall prevail over any inconsistency or conflicting provision of the MOU, and shall supplement the remaining provisions thereof.
5. The Effective Date of this Amendment No. 2 shall be the date the Parties execute this Amendment No. 2. If the Parties execute this Second Amendment on more than one date, then the last date this Amendment No. 2 is executed by a Party shall be the "Effective Date".
6. Amendment No. 2 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 and 2.
7. 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. 2.

8. Except as otherwise expressly modified herein, all other terms and conditions of the MOU remain unchanged and in full force and effect.
9. Amendment No. 2 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. 2.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives as set forth below.

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

Date: _____

V. Manuel Perez, 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: _____
Lisa Sanchez
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

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form



Sophie A. Akins, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Monique Amis, Interim Assistant Director

Date _____

Reviewed/Approved by Department



Sandra Harmsen, Interim Director

Date _____