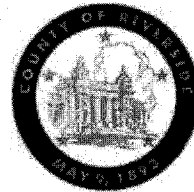


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.19
(ID # 8403)

MEETING DATE:

Tuesday, December 11, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

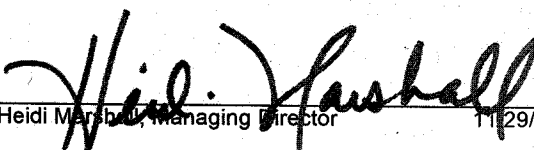

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) /WORKFORCE DEVELOPMENT
DIVISION: Approve the Second Amendment to Memorandum of Understanding Pursuant to the Workforce Innovation and Opportunity Act Local Workforce Development Area Riverside County Workforce Development Center Operations, CEQA Exempt, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the Second Amendment to Memorandum of Understanding Pursuant to the Workforce Innovation and Opportunity Act, Local Workforce Development Area: Riverside County, Workforce Development Center Operations ("Second Amendment"), attached hereto as Exhibit 1;
3. Authorize the Chairman of the Board of Supervisors and the Assistant County Executive Officer/ECD, or designee, to execute the attached Second Amendment on behalf of the County; and

Continued on page 2


ACTION: Policy


Heidi Marshall, Managing Director 11/29/2018 
Robert Field, Assistant County Executive Officer/ECD 11/29/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 11, 2018
xc: EDA-Workforce Development

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer/ECD, or designee, to take all necessary steps to implement the Second Amendment including, but not limited to, signing any subsequent, necessary and relevant documents, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Title I Workforce Innovation and Opportunity Act Funds			Budget Adjustment:	No
			For Fiscal Year: 17/18,18/19, 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In July of 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act ("WIOA"). The purpose of WIOA is to strengthen the ability of our public workforce system to align investment in workforce, education, and economic development with regional in-demand jobs.

Under WIOA Section 121(c), the Riverside County Workforce Development Board ("WDB") was required to develop a Memorandum of Understanding ("MOU") between WDB and its partners concerning the operation of an overarching, one-stop delivery system in the local area to provide workforce development services. The State of California ("State"), in its Unified Strategic Workforce Development Plan ("Plan") implementing WIOA regulations, designed the State's one-stop delivery system, known as America's Job Center of California ("AJCC"), to serve as an all-inclusive access point for education and training programs that provide demand-driven skills attainment, especially for those with barriers to employment.

To implement the Plan, the State separated the MOU development process into two distinct phases, known as Phase I ("MOU Phase I") and Phase II ("MOU Phase II"). In MOU Phase I, WDB identified and addressed service coordination and collaboration among AJCC partners to operate the AJCCs. MOU Phase I was approved by the Board of Supervisors pursuant to Minute Order 3.32 on June 21, 2016. In Phase II, the partners addressed how to sustain the AJCCs described in Phase I through the use of resource sharing and joint infrastructure cost funding. MOU Phase II was approved by the Board of Supervisors pursuant to Minute Order 3.60 on August 29, 2017.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The purpose of the Second Amendment to Memorandum of Understanding Pursuant to the Workforce Innovation and Opportunity Act, Local Workforce Development Area: Riverside County, Workforce Development Center Operations ("Second Amendment") is to add Palo Verde College ("PVC") as a partner to MOU Phase II. PVC, located in Blythe, supports the existing partnership by providing space at its campus for the California Employment Development Department and the California Department of Rehabilitation. The provision of space helps to support the basic structure and operations of the AJCC. All partners to MOU Phase II contribute by either providing in-kind costs (such as space) or paying a portion of the shared cost within the AJCC (e.g., rent, equipment, utilities, maintenance, and technology) to deliver workforce services. Through the partnership with AJCCs in Riverside County, MOU Phase II partners provide workforce services to jobseekers and businesses, veterans, low income individuals, unemployed individuals applying for unemployment benefits, and individuals with disabilities.

The proposed Second Amendment has been reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The Second Amendment relates to the provision of workforce services to jobseekers and businesses through a network of partners both on-site and externally through the AJCCs. It can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment, and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative effects.

County Counsel has approved the attached Second Amendment as to form. Staff recommends that the Board of Supervisors approve the attached Second Amendment and authorize the Chairman of the Board of Supervisors and the Assistant County Executive Officer/ECD, or designee, to sign the Second Amendment.

Impact on Residents and Businesses

The Second Amendment secures an additional partner, enabling more efficient delivery of services to the public in the far-reaching regions of Riverside County.

Additional Fiscal Information

The Second Amendment adds PVC as a contributing partner providing infrastructure support through provision of space to other MOU Phase II partners. PVC provides Career and Technical Education Programs and is required to participate in the AJCC system to continue to receive Title II Workforce Innovation and Opportunity Act funds under the Carl Perkins-Vocational and Applied Technology Education Act.

Contract History and Price Reasonableness

The Second Amendment adds a partner not previously contributing to operational costs of the AJCC cost-sharing methodology, thus increasing the support of the AJCC.

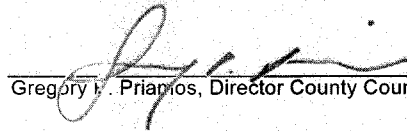
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTACHMENTS:

- Exhibit 1 - Second Amendment WIOA Phase II MOU

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Nehini Dasika, Principal Management Analyst 12/3/2018


Gregory H. Priamos, Director County Counsel 11/30/2018

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING PURSUANT TO
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
LOCAL WORKFORCE DEVELOPMENT AREA: RIVERSIDE COUNTY
WORKFORCE DEVELOPMENT CENTER OPERATIONS**

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT, LOCAL WORKFORCE DEVELOPMENT AREA: RIVERSIDE COUNTY, WORKFORCE DEVELOPMENT CENTER OPERATIONS for Program Years 2018 through 2020 ("Second Amendment"), dated this 1st day of January, 2019, ("Effective Date"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division, on behalf of its Riverside County Workforce Development Board ("WDB"); State of California, EMPLOYMENT DEVELOPMENT DEPARTMENT ("EDD"); State of California, DEPARTMENT OF REHABILITATION ("DOR"); and PALO VERDE COLLEGE DISTRICT FINANCING CORPORATION, a California corporation ("PVC"), (collectively referred to herein as "Co-located Partners"). The WDB and the Co-located Partners are collectively referred to herein as either the "Parties" or "Partners."

RECITALS

WHEREAS, in July of 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act (Pub. L. 113-128, hereinafter referred to as "WIOA");

WHEREAS, the purpose of WIOA is to strengthen the ability of our public workforce system to align investments in workforce, education, and economic development with regional in-demand jobs;

WHEREAS, WIOA Section 121(c) requires Local Workforce Development Boards ("LWDB") to develop a Memorandum of Understanding ("MOU") between LWDB and its partners concerning the operation of a one-stop delivery system in the local area to provide workforce development services;

WHEREAS, the State of California ("State"), in its Unified Strategic Workforce Development Plan implementing WIOA regulations, designed the State's one-stop delivery system, America's Job Center of California ("AJCC"), to serve as an all-inclusive access point for education and training programs that provide demand-driven skills attainment, especially for those with barriers to employment;

WHEREAS, the State separated the MOU development process into two distinct phases. Phase I ("MOU Phase I") addressed service coordination and collaboration amongst Partners and was approved by the Board of Supervisors ("Board") pursuant to Minute Order 3.32 on June 21, 2016. Phase II, as amended by that certain First Amendment approved by the Board on June 19, 2018 in Minute Order 3.18, (collectively "MOU Phase II") addressed how to sustain the unified one-stop delivery system described in Phase I through the use of resource sharing and joint infrastructure costs funding. MOU Phase II was approved by the Board pursuant to Minute Order 3.60 on August 29, 2017. Any capitalized terms not defined herein shall have the meaning ascribed to such term in MOU Phase I and II;

WHEREAS, to ensure consistency with WIOA, the affected Co-Located Partners desire to amend MOU Phase II to include PVC as a Co-located Partner within the AJCC Affiliate Blythe; and

WHEREAS, pursuant to MOU Phase II, Article I, Sections A and B, since the aforementioned amendments are limited to the addition or removal of a partner and limited to the removal or addition of program responsibilities, this Second Amendment need only be signed by the authorized representatives of the WDB, the Chief Elected Official, and the affected Co-located Partners.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

1. Recitals. – The recitals set forth above are true and correct and incorporated herein by this reference.
2. Partners Co-located at Affiliate Blythe. The MOU Phase II, including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to include PVC as an additional Co-Located Partner at the AJCC Affiliate Blythe located at 1 College Drive, Blythe, CA 92509.
3. AJCC Partners List - ATTACHMENT "A". The MOU Phase II, including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to delete the "Amended AJCC Partners List" attached as Attachment "A" to the MOU Phase II, and replace it in its entirety with the "Second Amended AJCC Partners List" attached hereto as Exhibit No. 1 and incorporated herein by this reference.
4. In-Kind Contribution for AJCC Operator Per Partner - ATTACHMENT "D". The MOU Phase II, including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to delete the "Amended In-Kind Contribution for AJCC Operator Per Partner" attached as Attachment "D" to the MOU Phase II, and replace it in its entirety with the "Second Amended Contribution for AJCC Operator Per Partner" attached hereto as Exhibit No. 2 and incorporated herein by this reference.
5. Second Amendment to Prevail. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the MOU Phase II, and shall supplement the remaining provisions thereof.
6. Entire Understanding. The Second Amendment and the MOU Phase II 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 Second Amendment and the MOU Phase II.
7. Consultation with Counsel. The Parties represent and declare that they have carefully read this Second Amendment and know and understand its contents, and have had the advice of counsel regarding the same (or ample opportunity to consult with counsel of their choosing), and that they sign the same freely and voluntarily.


8. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Second Amendment.
9. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the MOU Phase II remain unmodified and in full force and effect, including but not limited to, all lease and license agreements executed in connection with the occupancy of the AJCCs.
10. Counterparts. This Second Amendment may be signed by the different Parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Second Amendment as of the date first written above.

Riverside County Board of Supervisors


Chuck Washington
Chairman

DEC 11 2018
Date

ATTEST:
KEGIA HARPER-IHEM, Clerk
By 
DEPUTY

**County of Riverside
Workforce Development Division**

Carrie Harmon
Director of Workforce Development

Date

APPROVED AS TO FORM

GREGORY P. PRIAMOS
County Counsel



Amrit P. Dhillon
Deputy County Counsel

11/29/2018
Date

**County of Riverside
Workforce Development Division
Workforce Development Board**

Jamil Dada
Chair

Date

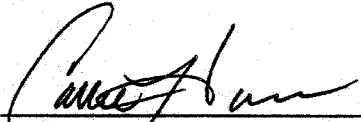
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Second Amendment as of the date first written above.

Riverside County Board of Supervisors

Chuck Washington
Chairman

Date

**County of Riverside
Workforce Development Division**



Carrie Harmon
Director of Workforce Development

12/12/18

Date

APPROVED AS TO FORM

GREGORY P. PRIAMOS
County Counsel

Amrit P. Dhillon
Deputy County Counsel

Date

**County of Riverside
Workforce Development Division
Workforce Development Board**



Jamil Dada
Chair

Date

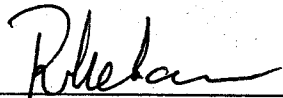
**State of California
Employment Development Department
Job Services Division**



Cheri Greenlee
Deputy Division Chief
Employment Development Department
Workforce Services

11/29/18
Date

**State of California
Department of Rehabilitation**



Robert Loeun
Administrator
DOR Inland Empire District
Chair

11/29/18
Date

Palo Verde College

Lale Cilenti
Needles Center Dean
PVC WIOA II Program Administrator

Date

**State of California
Employment Development Department
Job Services Division**

Cheri Greenlee
Deputy Division Chief
Employment Development Department
Workforce Services

Date

**State of California
Department of Rehabilitation**

Robert Loewn
Administrator
DOR Inland Empire District
Chair

Date

Palo Verde College

Lale Cilenti
Lale Cilenti
Needles Center Dean
PVC WIOA II Program Administrator

12-5-18
Date

EXHIBIT NO. 1
(ATTACHMENT "A")
SECOND AMENDED AJCC PARTNERS LIST
(Behind this Page)

SECOND AMENDED AJCC PARTNERS LIST

The Parties hereby agree that the WDB may unilaterally modify the following list of AJCC Partners upon written notice to the AJCC Partners:

- ❖ Title I Adult, Dislocated Workers and Youth
 - County of Riverside Economic Development Agency, Workforce Development Division
- ❖ Title II Adult Education and Literacy
 - Beaumont Unified School District
 - Coachella Valley Unified School District
 - Corona-Norco Unified School District
 - Jurupa Unified School District
 - Lake Elsinore Unified School District
 - Moreno Valley Unified School District
 - Mt. San Jacinto Community College
 - Riverside Unified School District
 - Riverside County Office of Education
- ❖ Title III Wagner-Peyser
 - State of California Employment Development Department
- ❖ Title IV Vocational Rehabilitation
 - California Department of Rehabilitation
- ❖ Carl Perkins Career and Technical Education
 - College of the Desert
 - Riverside Community College
 - Palo Verde College
- ❖ TANF/CalWorks
 - Riverside County Department of Public Social Services
- ❖ Trade Adjustment Assistant Act
 - State of California Employment Development Department
- ❖ Housing and Urban Development
 - Housing Authority of the County of Riverside
- ❖ Title V Older Americans Act
 - Riverside County Office on Aging
- ❖ Job Corps
 - Chugach Education Services, Inc.
 - Inland Empire Job Corps
- ❖ Native American Programs
 - California Indian Manpower Consortium Inc.
- ❖ Migrant Seasonal Farmworkers
 - Center for Employment Training
 - State of California Employment Development Department
- ❖ Veterans
 - State of California Employment Development Department
- ❖ Youth Build
 - California Family Life Centers

- Riverside County Office of Education
- ❖ Community Services Block Grant
 - County of Riverside Community Action Partnership
- ❖ Unemployment Compensation
 - State of California Employment Development Department
- ❖ Additional Partners
 - Alta Vista Innovation H.S. dba Learn4Life
 - Alta Vista South Public Charter dba Learn4Life
 - Antelope Valley Learning Academy dba Learn4Life
 - Diego Hills Central Public dba Learn4Life
 - San Diego Workforce Innovation High dba Learn4Life
 - Vista Norte Public Charter dba Learn4Life
 - El Sol Neighborhood Education Center
 - Goodwill Industries of Southern California

EXHIBIT NO. 2
(ATTACHMENT "D")
SECOND AMENDED IN-KIND CONTRIBUTION FOR AJCC OPERATOR PER
PARTNER
(Behind this Page)

Second Amended In-Kind Contribution for AJCC Operator Per Partner

Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
T- I Adult/Dislocated Worker/Youth	40%	\$ 40,000	\$100,000	---
T-II Adult Ed/Literacy	6%	\$ 6,000		\$ 7,584
T-III Wagner-Peyser/Veterans/TAA/MSFW	40%	\$ 40,000		\$ 41,000
Unemployment Comp	.75%	\$ 750		\$ 1,000
Goodwill CA	2%	\$ 2,000		\$ 50,000
Career Tech/Ed	1%	\$ 1,000		\$ 6,312
T-IV Voc Rehab	.75%	\$ 750		\$ 4,000
TANF/CalWorks	.75%	\$ 750		\$ 109,512
T-V OAA	.75%	\$ 750		\$ 9,695
Job Corps	1%	\$ 1,000		\$ 42,288
Native American	2%	\$ 2,000		\$ 2,000
Youth Build	1%	\$ 1,000		\$ 1,000
Housing Authority	.75%	\$ 750		\$ 750
CAP	1%	\$ 1,000		\$ 1,000
CET	.75%	\$ 750		\$ 750
El Sol	.75%	\$ 750		\$ 750
AVSPC & AVIHS / Learn4Life	.75%	\$ 750		\$ 1250
Total Budget		\$100,000	\$100,000	\$ 278,894

Second Amended In-Kind Contribution for AJCC Operator Per Partner

Partner	Contribution
Title II Adult Ed	
Beaumont USD	CASAS Testing (50 @ \$5); Assmt Coordinator 100 hrs @ \$25.00
Coachella Valley USD	Program Flyers & Class Schedules for CRA
Corona Norco USD	Program Flyers & Class Schedules for CRA
Jurupa USD	Program Flyers & Class Schedules for CRA
Lake Elsinore USD	CASAS Testing (120 @ \$5)
Moreno Valley USD	CTE Flyers, 20 Catalogs, Classroom for Orientations (\$1102)
Murrieta Valley USD	Program Flyers & Class Schedules for CRA
Riverside USD	Program Flyers & Class Schedules for CRA
MSJC	Office Space (\$1,000 per yr), Support Staff 3 hrs mon (1,632 per yr) CASAS Testing (100 @ \$5)
Career Tech Ed	
College of Desert	Office Space at Student Center (\$1,000 per year)
RCCD	500 Program Booklets @ \$2.50 ea.
RCOE	GED/HISET 75 @ \$50 per person; 125 CTE Brochures @ \$2.50 ea.
PVC	Provide facility, office equipment and internet for Blythe AJCC Affiliate location
Title III	
WP / TAA / Vets	Career Services, Job Services Booklets & Flyers, Printer Paper
Title IV	
Voc Rehab	Program Flyers & Service Information Sheets for 3 Centers
Title V	
OOA	CRA Receptionist \$10 hr, 20 hrs per wk
Job Corps	
Cornerstone	Outreach Staff Person \$19.85 hr, 40hrs
Inland Empire	Meeting Room (\$1,000 per yr)
HA	2 Housing Specialist I for Orientations \$28.84hr, 26hrs
CAP	Program Flyers & Service Information Sheets for CRA
CET	Program Flyers & Class Schedules for CRA
CIMC	Program Flyers & Service Information Sheets for CRA
Goodwill	Workforce Services to Special Populations
Youth Build	Program Flyers for CRA
EI Sol	Spanish Assessment Testing (CASAS & COPS) 10 @ \$75 per
AVSPC & AVIHS	North Western Education Assmt 50 @ \$25 per person
TANF/Cal Works	3 F/T Job Developers: 17.55 per hr, 40hrs per wk
UI	1000 CA Programs for the Unemployed Booklets (DE 2320) for RR