

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



**ITEM: 3.16
(ID # 14602)**

MEETING DATE:
Tuesday, April 27, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HHPWS//WDD): Approve and Execute Amendment No. 3 to the Memorandum of Understanding for the Inland Empire Regional Planning Unit (IERPU) Workforce Innovation and Opportunity Act (WIOA) Subgrants; Delegation of Authority to Director to sign IERPU WIOA Service Agreements; All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amendment No. 3 to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants (Amendment No. 3) and authorize the Chair of the Board to execute the Amendment on behalf of the County;
2. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to take all necessary steps to implement the Amendment No. 3 and corresponding Service Agreements, including, but not limited to, signing subsequent necessary documents, exhibits, Service Agreements, and amendments, provided it is in accordance with the limitations described in this Amendment No. 3 and previously have been approved and budgeted by the Board of Supervisors, subject to approval as to form by County Counsel; and
3. Direct the Director of HHPWS to file, or have filed with the Clerk of the Board, any executed amendments to Exhibit A of the Memorandum of Understanding and any new or amended Service Agreements executed under the delegated authority set forth in Amendment No. 3.

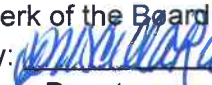
ACTION: Policy


Heidi Marshall, Director 4/8/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 27, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

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:			Budget Adjustment:	No
			For Fiscal Year:	2021/22-2022/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Workforce Development Board (State Board) has aligned workforce activities within regions to improve the function of labor markets that often cross city and county boundaries. Specifically, the State Board designated Regional Planning Units comprised of Local Workforce Development Boards for the purpose of implementing regional activities under the Workforce Innovation and Opportunity Act (WIOA). The Inland Empire Regional Planning Unit (IERPU) includes the Riverside County Workforce Development Board (RC-WDB) and the San Bernardino County Workforce Development Board (SBC-WDB).

To maximize efficiencies, RC-WDB and SBC-WDB mutually created a Memorandum of Understanding (MOU) to serve as an umbrella agreement for coordination of regional WIOA funds between the two Counties. Regional funds are used to engage in developing and implementing regional workforce plans, provide training and continuing education for staff and workforce development board members, and to fund regional workforce initiatives that benefit job seekers and employers in both Counties. The MOU was approved by the Board of Supervisors on March 27, 2018 as Minute Order 3.15. The MOU was previously amended twice to include additional subgrants that the State Board subsequently awarded for regional activities. Amendment No.1 to the MOU was approved by the Board of Supervisors on December 17, 2019 as Minute Order 3.17. On September 1, 2020, the Board of Supervisors approved Amendment No. 2 to the MOU as Minute Order 3.8.

The State Board provides regional funds under the MOU through WIOA subgrant agreements to either RC-WDB or SBC-WDB, acting as administrative lead. The MOU allows for sharing of those funds between the Counties regardless of which is the administrative lead on any particular subgrant. Service Agreements between the Counties are the mechanism by which the administrative lead shares funds with the other party and include a scope of work specific to each grant. The form of the Service Agreement is set forth in the MOU.

A third amendment to the MOU is now necessary for two reasons. First, the State Board is anticipated to continue providing additional funding through subgrants to the IERPU. The MOU is currently set to terminate on September 30, 2021. Amendment No. 3 would extend the MOU through June 30, 2026, enabling the IERPU to continue administering regional WIOA funds in an effective manner. Second, both County agencies must currently present their Board of

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STATE OF CALIFORNIA**

Supervisors with amendments to the MOU and Service Agreements each time that the State Board provides additional subgrants to the IERPU. Amendment No. 3 proposes to change this process, providing additional flexibility to promptly receive State funds and more rapidly deploy services to the communities where they are needed. Specifically, Amendment No. 3 would delegate authority to the Director of the Housing, Homelessness Prevention, and Workforce Solutions Division (HHPWS), or designee, to amend Exhibit A of the MOU to incorporate additional funds granted by the State Board and sign related Service Agreements. This provision is subject to the following stipulations: (a) the sum of the total grant allotments for all subgrants does not exceed a cumulative aggregate amount of One Million Dollars per year, up to a maximum amount of Five Million dollars during the MOU term; (b) executed amendments to Exhibit A of the MOU and any new or amended Service Agreements must be filed with the Clerk of the Board; and (c) the subgrant end dates do not exceed the MOU term.

Staff Recommends that the Board approve and authorize the Chair to execute proposed Amendment No. 3, attached hereto and approved as to form by County Counsel. Staff further recommends that the Board authorize the Director of HHPWS, or designee, to sign corresponding amendments to MOU Exhibit A and Service Agreements, subject to County Counsel approval.

Pursuant to the California Environmental Quality Act (CEQA), Amendment No. 3 was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule of "Common Sense" exemption. The Project includes the following: (i) the MOU which allows for the sharing of funds within the IERPU for regional activities, and (ii) the Service Agreements which memorialize the terms for sharing funds from a specific regional grant and will designate a scope of work and responsibility for each grant, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned sharing of grant funds will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts.

Impact on Residents and Businesses

Approving proposed Amendment No. 3 will have a positive impact on residents and businesses in the County of Riverside. Regional activities coordinated under the MOU and further specified in the Service Agreement allow for continuation of workforce development services to ensure strong and resilient employers along with a skilled and prepared workforce

ATTACHMENT:

- Amendment No. 3 to IERPU MOU


Steven Atkeson 4/19/2021


Gregory H. Priarios, Director County Counsel 4/12/2021

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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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:			Budget Adjustment:	No
			For Fiscal Year:	2021/22-2022/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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To maximize efficiencies, RC-WDB and SBC-WDB mutually created a Memorandum of Understanding (MOU) to serve as an umbrella agreement for coordination of regional WIOA funds between the two Counties. Regional funds are used to engage in developing and implementing regional workforce plans, provide training and continuing education for staff and workforce development board members, and to fund regional workforce initiatives that benefit job seekers and employers in both Counties. The MOU was approved by the Board of Supervisors on March 27, 2018 as Minute Order 3.15. The MOU was previously amended twice to include additional subgrants that the State Board subsequently awarded for regional activities. Amendment No.1 to the MOU was approved by the Board of Supervisors on December 17, 2019 as Minute Order 3.17. On September 1, 2020, the Board of Supervisors approved Amendment No. 2 to the MOU as Minute Order 3.8.

The State Board provides regional funds under the MOU through WIOA subgrant agreements to either RC-WDB or SBC-WDB, acting as administrative lead. The MOU allows for sharing of those funds between the Counties regardless of which is the administrative lead on any particular subgrant. Service Agreements between the Counties are the mechanism by which the administrative lead shares funds with the other party and include a scope of work specific to each grant. The form of the Service Agreement is set forth in the MOU.

A third amendment to the MOU is now necessary for two reasons. First, the State Board is anticipated to continue providing additional funding through subgrants to the IERPU. The MOU is currently set to terminate on September 30, 2021. Amendment No. 3 would extend the MOU

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through June 30, 2026, enabling the IERPU to continue administering regional WIOA funds in an effective manner. Second, both County agencies must currently present their Board of Supervisors with amendments to the MOU and Service Agreements each time that the State Board provides additional subgrants to the IERPU. Amendment No. 3 proposes to change this process, providing additional flexibility to promptly receive State funds and more rapidly deploy services to the communities where they are needed. Specifically, Amendment No. 3 would delegate authority to the Director of the Housing, Homelessness Prevention, and Workforce Solutions Division (HHPWS), or designee, to amend Exhibit A of the MOU to incorporate additional funds granted by the State Board and sign related Service Agreements. This provision is subject to the following stipulations: (a) the sum of the total grant allotments for all subgrants does not exceed a cumulative aggregate amount of One Million Dollars per year, up to a maximum amount of Five Million dollars during the MOU term; (b) executed amendments to Exhibit A of the MOU and any new or amended Service Agreements must be filed with the Clerk of the Board; and (c) the subgrant end dates do not exceed the MOU term.

Staff Recommends that the Board approve and authorize the Chair to execute proposed Amendment No. 3, attached hereto and approved as to form by County Counsel. Staff further recommends that the Board authorize the Director of HHPWS, or designee, to sign corresponding amendments to MOU Exhibit A and Service Agreements, subject to County Counsel approval.

Pursuant to the California Environmental Quality Act (CEQA), Amendment No. 3 was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule of "Common Sense" exemption. The Project includes the following: (i) the MOU which allows for the sharing of funds within the IERPU for regional activities, and (ii) the Service Agreements which memorialize the terms for sharing funds from a specific regional grant and will designate a scope of work and responsibility for each grant, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned sharing of grant funds will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts.

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- Amendment No. 3 to IERPU MOU

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STATE OF CALIFORNIA


Steven Atkeson

4/19/2021


Gregory L. Priamos, Director County Counsel

4/12/2021

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative	<u>Marlena Sessions</u>
Telephone Number	<u>(909) 387- 9862</u>
Contractor	<u>County of Riverside through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)</u>
Contractor Representative	<u>Carrie Harmon</u>
Telephone Number	<u>On File</u>
Contract Term	<u>April 3, 2018 to June 30, 2026</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

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

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 3
TO MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

This Third Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 3"), is entered into this 20th day of April, 2021, by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division) ("Riverside") and the County of San Bernardino, a political subdivision of the State of California, through its Workforce 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

APR 27 2021 3:14

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

18-159 **A-3**

SAP Number

Workforce Development Department

Department Contract Representative	Marlena Sessions
Telephone Number	(909) 387- 9862
Contractor	County of Riverside through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)
Contractor Representative	Carrie Harmon
Telephone Number	On File
Contract Term	April 3, 2018 to June 30, 2026
Original Contract Amount	N/A
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Total Contract Amount	N/A
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IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 3
TO MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

This Third Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 3"), is entered into this 8th day of June, 2021, by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division) ("Riverside") and the County of San Bernardino, a political subdivision of the State of California, through its Workforce 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 December 17, 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 Organization ("RO"), Regional Training, and Regional Planning Implementation ("RPI") 2.0; and

WHEREAS, the Parties entered into that certain Second Amendment to the MOU on September 1, 2020, for the purpose of amending Exhibit A to reflect the addition of one (1) regional subgrant from the CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire Slingshot Initiative, and to extend the Term of the MOU through September 30, 2021; and

WHEREAS, the Parties have received one (1) additional regional subgrant from the CWDB; and

WHEREAS, Section 1.3.1 of the MOU currently provides that any increase to an existing Total Grant Allotment set forth in Exhibit A in excess of \$100,000 requires approval 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 June 30, 2026; and

WHEREAS, the Parties also seek to amend the MOU to provide additional flexibility to promptly receive State funds and execute Service Agreements between the two agencies in order to more provide more expedient services to their respective communities; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Amendment No. 3 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 1.2 of the MOU is hereby deleted and replaced with the following:

1.2 Subgrant Information. Information pertaining to the Subgrants, such as the applicable Lead Subgrantee, Subgrant Number, Grant Start and End Date, and Total Grant Allotment is set forth in Exhibit A attached hereto. If CWDB modifies any of the information pertaining to the Subgrants as set forth in Exhibit A during the Term of this MOU (e.g. Grant Code, the applicable Lead Subgrantee, Subgrant Number), the Parties may mutually agree in writing through their authorized representatives designated in Section 3.18, to modify Exhibit A without further approval from their respective board of supervisors before executing.

3. Section 1.3 of the MOU is hereby deleted and replaced with the following:

1.3 Service Agreement. In order to share the Subgrant funds as the IERPU, the Parties, through their authorized representatives designated in Section 3.18, without further approval from their respective board of supervisors, are hereby authorized to enter into Service Agreements for each Subgrant in substantially the same form as Exhibit B, with non-substantive changes as may be approved by both Parties' legal counsels. Notwithstanding the estimated Service Agreement Amounts set forth in Exhibit A, the Parties, through their authorized representatives designated in Section 3.18, without further approval from their respective board of supervisors, may execute new or amend existing Service Agreements up to, but not-to-exceed, the sum of the Total Grant Allotments threshold of Five Million Dollars (\$5,000,000) as set forth in Section 1.3.1 below.

4. Section 1.3.1 of the MOU is hereby deleted and replaced with the following:

1.3.1 Additional Subgrant Funds. Pursuant to the delegation of authority granted by each Party's Board of Supervisors in connection with the approval of this MOU and Section 1.3, in the event additional funds are allocated by CWDB for existing or new Subgrants, the Parties through their authorized representatives designated in Section 3.18, without further approval from their respective board of supervisors, may amend Exhibit A of the MOU to incorporate additional Subgrants and/or additional Subgrant funds received from the CWDB and to add or amend Service Agreements, provided that (a) the sum of the Total Grant Allotments for all Subgrants does not exceed a cumulative aggregate amount of Five Million Dollars (\$5,000,000) and no more than One Million Dollars (\$1,000,000) per year during the Term of this MOU; and (b) the Subgrant End Dates do not exceed the Term of the MOU. The Parties shall submit any amendments to Exhibit A of this MOU and any new or amended Service Agreements, each executed under the delegated authority set forth herein, to their respective Clerk of the Board following execution.

5. 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 June 30, 2026, 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.

6. Section 3.18 of the MOU is hereby deleted and replaced with the following:

3.18 MOU Administration. The Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, shall administer this MOU on behalf of Riverside. The Director of Workforce Development Department, or designee, shall administer this MOU on behalf of San Bernardino.

7. The provisions of this Amendment No. 3 shall prevail over any inconsistency or conflicting provision of the MOU, Amendment Nos. 1 and 2, and shall supplement the remaining provisions thereof.
8. The Effective Date of this Amendment No. 3 shall be the date the Parties execute this Amendment No. 3. If the Parties execute this Amendment No. 3 on more than one date, then the last date this Amendment No. 3 is executed by a Party shall be the "Effective Date."
9. Amendment No. 3 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. 1-3.
10. All references in the MOU, and related Service Agreements and accompanying documents, to the Economic Development Agency, Workforce Development Division with respect to the County of Riverside, shall now refer to and mean the Housing, Homelessness Prevention and Workforce Solutions Department, Workforce Development Division.
11. Except as otherwise expressly modified herein, all other terms and conditions of the amended MOU remain unchanged and in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives as set forth below.

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

Date: 04.27.2021

Karen S. Spiegel
Karen Spiegel, Chair
BOARD OF SUPERVISORS

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

[Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

(Signatures Continued on Following Page)

COUNTY OF SAN BERNARDINO

Curt Hagman

Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 08 2021

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



FOR COUNTY USE ONLY

Approved as to Legal Form

Sophie A. Akins
Sophie A Akins, Deputy County Counsel

Date

4/12/21

Reviewed for Contract Compliance

Bradley Gates
Bradley Gates, Assistant Director

Date

4/12/21

Reviewed/Approved by Department

Marlena Sessions
Marlena Sessions, Director

Date

5/11/2021