

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



ITEM: 3.18
(ID # 20407)

MEETING DATE:

Tuesday, November 29, 2022

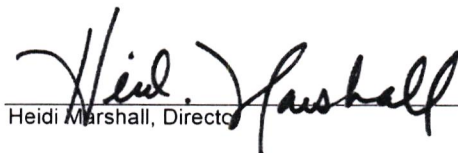
FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve and Execute Amendment No. 4 to the Memorandum of Understanding with the County of San Bernardino for the Inland Empire Regional Planning Unit (IERPU) through June 30, 2026; All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amendment No. 4 to the Memorandum of Understanding with the County of San Bernardino for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants (Amendment No. 4), and authorize the Chair of the Board to execute the Amendment on behalf of the County;
2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to take all necessary steps to implement the Amendment No. 4 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. 4 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 HWS 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. 4.

ACTION:Policy

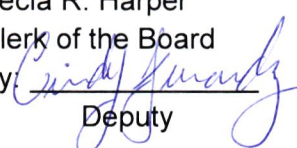

Heidi Marshall, Director 11/8/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: HWS

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: N/A			Budget Adjustment: No	
			For Fiscal Year: 2022/23- 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Workforce Development Board (CWDB) has aligned workforce activities within regions to improve the function of labor markets that often cross city and county boundaries. Specifically, CWDB 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 (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB).

To maximize efficiencies, RCWDB and SBCWDB mutually created a Memorandum of Understanding (MOU) to serve as an umbrella agreement for coordination of regional WIOA funds between the two Counties. The MOU was approved by the Board of Supervisors on March 27, 2018, as Minute Order 3.15. The MOU was amended three times to include additional subgrants that were 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 under Minute Order 3.8. Finally, on April 27, 2021, Amendment No. 3 was approved by the Board of Supervisors under Minute Order 3.16.

The CWDB provides regional funds under the MOU through WIOA subgrant agreements to either RCWDB or SBCWDB, 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. Each grant received under the IERPU for regional planning implementation and coordination is subject to a Service Agreement between the two Counties. Service Agreements between the Counties are the mechanism by which the administrative lead shares funds received by the CWDB with the other party and include a scope of work specific to each grant. The form of the Service Agreement was set forth in the MOU and was approved in Minute Order 3.15 on March 27, 2018.

A fourth amendment to the MOU is now necessary for one important reason: to include State and Federal Regional Grants. The MOU as it stands now supports regional coordination through WIOA Subgrants only and this Amendment will expand the pool of grants the IERPU can apply

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

to and administer, together as a region. This Amendment will expand opportunities for the IERPU to receive funding to further serve the residents in our region. The term of the MOU is through June 30, 2026.

Staff Recommends that the Board approve and authorize the Chair to execute the proposed Amendment No. 4, attached hereto and approved as to form by County Counsel. Staff further recommends that the Board authorize the Director of Housing and Workforce Solutions to sign corresponding Service Agreements, subject to County Counsel approval.

Pursuant to the California Environmental Quality Act (CEQA), Amendment No. 4 to the MOU 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. 4 to the Inland Empire Regional Planning Unit 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 businesses and a ready and skilled workforce.

ATTACHMENT:

- Amendment No. 4 to IERPU MOU


Erianna Lontajo, Principal Management Analyst 11/22/2022


Kristine Bell-Valdez, Supervising Deputy County Counsel 11/15/2022

to Riverside County Clerk of the Board, Stop 1010
200 West 4th Street, Suite 100, Riverside, Ca 92502-1147
Thank you.

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



Contract Number

18-159 A-4

SAP Number

Workforce Development Department

**Department Contract
Representative
Telephone Number**

Bradley Gates

(909) 387- 9856

Contractor

County of Riverside through
its Housing 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

Amendment Amount

N/A

Total Contract Amount

N/A

Cost Center

N/A

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2022 DEC 12 AM 11:19

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 4
TO MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

This Fourth Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Subgrants ("Amendment No. 4"), is entered into this 29th day of November, 2022, by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing and Workforce Solutions Department (Workforce Development Division) ("Riverside") and San Bernardino County, 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) Subgrants, as “Subgrants” is defined in the MOU, 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) 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 entered into that certain Third Amendment to the MOU on June 8, 2021 for the purpose of authorizing their designated representatives to amend Exhibit A to incorporate additional Subgrants and funds received from the CWDB, including one (1) Subgrant from the CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire Slingshot Initiative, up to a cumulative aggregate amount not to exceed \$10,000,000 over the term, and to extend the Term of the MOU through June 30, 2026; and

WHEREAS, the IERPU anticipates receiving additional grants from the State, and the U.S. Department of Labor (“DOL”) and U.S. Economic Development Administration (“EDA”), (collectively, “Federal”), in addition to the Subgrants; and

WHEREAS, the Parties now desire to amend the MOU to provide additional flexibility to promptly receive State and Federal grant funds and execute Service Agreements, as set forth in the MOU, between the two agencies in order to 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. 4 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. The First Recital of the MOU is hereby deleted and replaced with the following:

WHEREAS, the California Workforce Development Board (CWDB) has designated the Riverside County Workforce Development Board (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB), collectively, as the Inland Empire Regional Planning Unit (IERPU) for the purpose of implementing regional activities, subgrants (Subgrants) under the Workforce Innovation and Opportunity Act (WIOA), and all State and Federal funded grants awarded to the IERPU (collectively, “State and Federal Regional Grants”); and

3. Section 1.2 of the MOU is hereby deleted and replaced with the following:
 - 1.2 State and Federal Regional Grants and Subgrant Information. Information pertaining to the State and Federal Regional Grants and 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 the State or Federal regional grant funding agency modifies any of the information pertaining to the State and Federal Regional Grants and 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.
4. Section 1.3 of the MOU is hereby deleted and replaced with the following:
 - 1.3 Service Agreement. In order to share the State and Federal Regional Grants and Subgrants 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 State and Federal Regional Grant and 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 not to exceed \$1,000,000 per year, and \$5,000,000 over the Term as set forth in Section 1.3.1 below.
5. Section 1.3.1 of the MOU is hereby deleted and replaced with the following:
 - 1.3.1 Additional State and Federal Regional Grant and 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 the State and Federal funding agency for existing or new State and Federal Regional Grants and 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 State and Federal Regional Grants and Subgrants and/or additional State and Federal Regional Grant and Subgrant funds received from the State or Federal funding agency and to add or amend Service Agreements, provided that (a) the sum of the Total Grant Allotments for all State and Federal Regional Grants and Subgrants does not exceed a cumulative aggregate amount of \$1,000,000 per year, and \$5,000,000 over the Term; and (b) the State and Federal Regional Grant and 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.
6. Section 3.18 of the MOU is hereby deleted and replaced with the following:
 - 3.18 MOU Administration. The Director of Housing 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. 4 shall prevail over any inconsistency or conflicting provision of the MOU, Amendment Nos. 1, 2, and 3, and shall supplement the remaining provisions thereof.

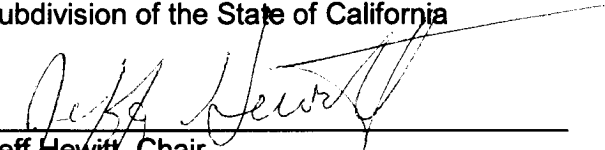
8. The Effective Date of this Amendment No. 4 shall be the date the Parties execute this Amendment No. 4. If the Parties execute this Amendment No. 4 on more than one date, then the last date this Amendment No. 4 is executed by a Party shall be the "Effective Date."
9. Amendment No. 4 and the amended 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. 1-4.
10. All references in the MOU, and related Service Agreements and accompanying documents, to the Housing, Homelessness Prevention and Workforce Solutions Department, Workforce Development Division with respect to the County of Riverside, shall now refer to and mean the Housing 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. 4 to be executed by their duly authorized representatives as set forth below.

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

Date: 11/29/22




Jeff Hewitt, Chair
BOARD OF SUPERVISORS

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



Deputy

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: 

Lisa Sanchez
Deputy County Counsel

(Signatures Continued on Following Page)

NOV 29 2022 3:18

SAN BERNARDINO COUNTY

▶ *Curt Hagman*

Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 15 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monett
Clerk of the Board of Supervisors
of the San Bernardino County

By _____ Deputy



FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *Sophie Akins*
Sophie A. Akins, Deputy County Counsel

Date November 3, 2022

Reviewed for Contract Compliance
▶ *Mariann Johnson*
Mariann Johnson, Deputy Director

Date November 3, 2022

Reviewed/Approved by Department
▶ *Bradley Gates*
Bradley Gates, Director

Date November 3, 2022

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SAP Number

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Department Contract Representative Telephone Number

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NOV 29 2022 3.18

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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) 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 entered into that certain Third Amendment to the MOU on June 8, 2021 for the purpose of authorizing their designated representatives to amend Exhibit A to incorporate additional Subgrants and funds received from the CWDB, including one (1) Subgrant from the CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire Slingshot Initiative, up to a cumulative aggregate amount not to exceed \$10,000,000 over the term, and to extend the Term of the MOU through June 30, 2026; and

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10. All references in the MOU, and related Service Agreements and accompanying documents, to the Housing, Homelessness Prevention and Workforce Solutions Department, Workforce Development Division with respect to the County of Riverside, shall now refer to and mean the Housing 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. 4 to be executed by their duly authorized representatives as set forth below.

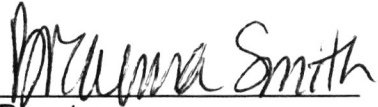
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Date: 11/29/22



Jeff Hewitt, Chair
BOARD OF SUPERVISORS

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



Deputy

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: 

Lisa Sanchez
Deputy County Counsel

(Signatures Continued on Following Page)

SAN BERNARDINO COUNTY



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 San Bernardino County

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Sophie A. Akins, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

Mariann Johnson, Deputy Director

Date _____

Reviewed/Approved by Department

Bradley Gates, Director

Date _____