

**MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORUNITY ACT SUBGRANTS**

This Memorandum of Understanding (MOU) is made and entered into this 13th day of March, 2018, (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 (Riverside) and the County of San Bernardino through its Economic Development Agency's Workforce Development Department (San Bernardino), hereinafter individually and collectively referred to as the "Party" or the "Parties."

RECITALS

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 and subgrants (Subgrants) under the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, Riverside and San Bernardino have received ~~five-seven~~ (75) regional Subgrants from CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire SlingShot Initiative; and

WHEREAS, although the Subgrants are intended to fund the collective activities of the IERPU, the CWDB awards the Subgrants to either Riverside or San Bernardino, as the lead subgrantee designated by the CWDB (Lead Subgrantee); and

WHEREAS, SBCWDB and RCWDB, collectively, as the IERPU, desire to coordinate, jointly carry out tasks, and share in the Subgrant funds; and

WHEREAS, this MOU establishes a framework under which the Lead Subgrantee shall contract with the other Party (Riverside or San Bernardino) in a separate service agreement for each Subgrant in order to allocate current and future Subgrants and to implement programs on behalf of the IERPU more efficiently; and

WHEREAS, coordination between Riverside and San Bernardino is vital to the introduction of regional funding and the leveraging of resources to the greatest effect to improve the workforce system in the Inland Empire; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I
SUBGRANT FUNDS

- 1.1 Recitals. The aforementioned Recitals are true and correct and incorporated herein by this reference.
- 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 the CWDB modifies information pertaining to the Subgrants during the Term of this MOU, such as modifying the Grant Code, the Parties may mutually agree in a writing signed by the representatives designated in Section 3.18 to modify Exhibit A without first obtaining approval of their respective board of supervisors.
- 1.2.1 Compliance with Subgrant. The Lead Subgrantee shall be responsible for compliance with all terms and conditions of the applicable Subgrant, and any amendments thereto, including but not limited to, any and all applicable reporting, accounting, and financial disclosure requirements. The Parties shall manage and expend the Subgrant funds in accordance with the terms and conditions of the Subgrant, any and all applicable federal and state laws, their applicable county policies, this MOU, and the applicable Service Agreement.
- 1.3 Service Agreement. In order to share the Subgrant funds as the IERPU, the Parties 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 Amount" set forth in Exhibit A, the Parties may enter into a (or modify an existing) Service Agreement up to, but not to exceed, the Total Grant Allotment amount set forth in Exhibit A.
- 1.3.1 Increases to Service Agreement; Additional Subgrant Funds. Pursuant to the delegation of authority approved by each Parties' Board of Directors in connection with the approval of this MOU, in the event that additional funds are allocated by CWDB for a Subgrant, the Parties may increase the Total Grant Allotment set forth in Exhibit A and the related Service Agreement in an amount not to exceed \$100,000 without first obtaining approval from each Party's respective Board of Supervisors. 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.
- 1.4 Pass-through; No independent liability. The purpose of this MOU and the related Service Agreements is to provide a mechanism by which the Lead Subgrantee can share the Subgrant funds received from the CWDB with the other Party. There shall be no obligation under this MOU to make payment of funds if such funds are not received through the Subgrant.
- 1.5 Subgrant Program Year Updates. The Parties may modify this MOU on a program year basis to update the Subgrant information and related amounts set forth in Exhibit A by submitting this MOU to their respective Board of Supervisors for amendment. At the

time of any amendments to the MOU, the Parties may modify Exhibit A to reflect changes to the Subgrant information or amounts made by the CWDB through the date of the amendment.

SECTION II
EFFECTIVE DATE AND TERM

- 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 31, 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.

SECTION III
GENERAL PROVISIONS

- 3.1. **Indemnification.** Each Party agrees to defend, indemnify and hold harmless the other Party and its officers, officials, board of supervisors, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged gross negligence, intentional or willful misconduct of the Party, its agents, officers, officials, board of supervisors, employees or representatives in the performance of this MOU.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence. In the event a claim or suit is filed and liability is based on the active conduct of two or more of the Parties, then such Parties shall cooperate and contribute to the defense and indemnity of the claim or suit on an equal basis until such time as comparative negligence is established and damages apportioned. At that time, the responsible Parties shall reimburse the other Party for its costs in accordance with its proportionate share of liability.

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The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

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The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 3.1.

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- 3.2. **Notices.** Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

Riverside County

County of Riverside Economic Development Agency/
Workforce Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attn: Carrie Harmon, Director of Workforce Development

San Bernardino County

County of San Bernardino
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415-0046
Attn: Reg Javier, Deputy Executive Officer

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- 3.3. Alternative Dispute. The Parties agree that before either Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator. Each Party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.
- 3.4. Termination. Either Party may terminate its participation in this MOU for any reason by giving thirty (30) days advance written notice to the designated representative of the other Party.
- 3.5. Legal Authority. Nothing in this MOU binds the Parties to perform any action that is beyond its legal authority.
- 3.6. Conflict of Interest. No member, official or employee of the Parties, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 3.7. Interpretation, Governing Law, and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
- 3.8. No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No

other person or entity shall have any right of action based upon the provisions of this MOU.

- 3.9. Section Headings. The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.
- 3.10. Compliance with Laws and Regulations. By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations, and ordinances.
- 3.11. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.
- 3.12. Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 3.13. Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.
- 3.14. Assignment. The Parties shall not assign, transfer, or subcontract any interest in this MOU. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.
- 3.15. Amendments. Except as otherwise provided for herein, this MOU may be amended, in writing, from time-to-time by the Parties acting through their respective Board of Supervisors.
- 3.16. Exhibits; Precedence. All documents referenced as exhibits in this MOU are hereby incorporated in this MOU. In the event of any material discrepancy between the express provisions of this MOU and the provisions of the Subgrant or the Service Agreement, the order of precedence shall be as follows: (1) Subgrant, and any amendments thereto, (2) the Service Agreement, and (3) this MOU.
- 3.17. Independent Contractor. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party.
- 3.18. MOU Administration. The Assistant County Executive Officer of the Economic Development Agency / Workforce Development Division, or designee, shall administer this MOU on behalf of Riverside. The Deputy Executive Officer of Workforce and Economic Development or the Director of Workforce Development, or designee, shall administer this MOU on behalf of San Bernardino.

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- 3.19. Cooperation; Further Act. The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.
- 3.20. Entire Agreement. This MOU, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by the Parties to this MOU.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

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

Date: _____

John F. Tavaglione, Chairman
BOARD OF SUPERVISORS

ATTEST:
Kecia Harper-Ihem
Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Jhaila R. Brown
Deputy County Counsel

(Signatures Continued on Following Page)

COUNTY OF SAN BERNARDINO, a
Political subdivision of the State of
California

Date: _____

Robert A. Lovingood, Chairman
BOARD OF SUPERVISORS

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

Approved as to Legal Form	Reviewed for Contract Compliance	Presented to BOS for Signature
Sophie A. Akins, Deputy County Counsel	Mariann Ruffolo, Deputy Director	Reg Javier, Deputy Executive Director
Date	Date	Date

EXHIBIT A

SUBGRANTS

Subgrant Number	Lead Subgrantee	YOA	Grant Code	Description	Grant Start Date	Grant End Date	Total Grant Allotment	Service Agreement Amount
K698381	RIVERSIDE	2015	1055	Regional Plan Development & Training Coordination Grant - 1055 25% AA Assistance to Incorporate WIOA - WIOA IMP	06/01/2016	03/31/2018	\$208,154 ¹	\$74,500
K698381	RIVERSIDE	2015	1056	1056 25% AA Regional Training Coordinator - WIOA IMP	06/01/2016	03/31/2018	\$43,385	\$0 <i>(in-kind services)</i>
K7102058	RIVERSIDE	2016	1087	1087 Regional Training Coordinator & Implementation PY 16/17	03/01/2017	03/31/2019	\$200,000	\$0 <i>(in-kind services)</i>
K7102058	RIVERSIDE	2016	1089	Regional Staff Capacity and Regional Implementation and Innovation: Regional Organizing Grant - 1089 Regional Organizers PY 16/17	03/01/2017	03/31/2019	\$85,714	\$42,857
K594786 & K7102064	SAN BERNARDINO	2015	1026	Job Driven SlingShot Initiative	1/1/2016	3/31/2018	\$1,016,397	\$428,198
K7102064	SAN BERNARDINO	2017	1026 1105	SlingShot Add'l	07/01/2017	12/31/2018	\$150,000	\$75,000
K8106654	SAN BERNARDINO	2017	TBD	Regional Plan Implementation	01/01/2018	06/30/2019	\$600,000	Pending- \$300,000
TBD	RIVERSIDE & SAN BERNARDINO	2018	TBD	Regional Plan Implementation	TBD	TBD	\$1,000,000	Pending

¹ This Service Agreement was approved by the Riverside Board of Supervisors on December 12, 2017 (Item 3.19) and the San Bernardino Board of Supervisors on December 19, 2017, (Item 72).

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EXHIBIT B
SERVICE AGREEMENT
[ATTACHED BEHIND THIS COVER PAGE]

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