

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

THIS FIRST 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 2019 through 2022 (“First Amendment”), dated this 1st day of November, 2020, (“Effective Date”), by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention, Workforce Solutions/Workforce Development Division, on behalf of its Riverside County Workforce Development Board (“WDB”); State of California, Employment Development Department (“EDD”); Alford Unified School District (AUSD), Val Verde Unified School District (VUSD), California school districts providing adult education pursuant to Education Code Sections 52500 *et seq.*, and State of California, Department of Rehabilitation (“DOR”); Palo Verde College (“PVC”); and City of Moreno Valley, a California municipal organization and general law city, by and through its Economic Development Department (“City”), (collectively referred to herein as “Co-located Partners and Non-co-located Partners”). The WDB and the Co-located and Non-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**WHEREAS**, WIOA superseded the Workforce Investment Act (“WIA”) of 1998;

**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 pursuant to Minute Order 3.32 on June 21, 2016. Phase II (“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

and was approved by the Board of Supervisors pursuant to Minute Order 3.60 on August 29, 2017. MOU Phase I and MOU Phase II are defined in Exhibit No. 1 attached hereto and incorporated herein by this reference. Any capitalized terms not defined herein shall have the meaning ascribed to such term in MOU Phase I and II;

**WHEREAS**, an amendment to MOU Phase II was approved by the Board of Supervisors pursuant to Minute Order 3.18 on June 19, 2018 (“First Amendment”) to clarify and update the roles and responsibilities of the AJCC partners;

**WHEREAS**, the State of California Employment Development Department issued a Workforce Services Directive on April 30, 2019, requiring all LWDB’s to enter a new MOU to synchronize the start and termination dates for the AJCC system statewide;

**WHEREAS**, the new MOU was approved by the Board of Supervisors pursuant to Minute Order 3.30 on July 23, 2019 to update the term of the MOU beginning July 1, 2019 through June 30, 2022;

**WHEREAS**, an Affiliate AJCC is defined as providing access to one or more of the AJCC programs/partners; the Comprehensive AJCC is defined as providing access to the programs, services, and activities of all required AJCC partners;

**WHEREAS**, on January 13, 2020 the Employment Development Department (EDD) moved into the Hemet AJCC Affiliate and EDD, a required Partner to the MOU, the Affiliate is updated to Hemet AJCC Comprehensive;

**WHEREAS**, on August 12, 2020 the Department of Rehabilitation executed a Standard Agreement with the County for a two-year term and plans to move into the Hemet AJCC Comprehensive on or after November 5, 2020;

**WHEREAS**, on October 21, 2020, the Workforce Development Board approved the action item to designate the City of Moreno Valley Employment Resource Center from an Access Point to a Comprehensive AJCC using real-time technology through a dedicated computer portal providing direct access to all required partner services;

**WHEREAS**, on October 26, 2020, Palo Verde College requested to be removed from the Partner MOU as a WIOA partner under Carl Perkins Career and Technical Education;

**WHEREAS**, to ensure consistency with WIOA, the affected Co-Located and Non-co-located Partners desire to amend the MOU to include Alvord Unified School District and Val Verde Unified School District under Title II Adult Education Partners and to add EDD and DOR is updated to the AJCC Comprehensive Hemet; and to remove Palo Verde College as a WIOA partner under Carl Perkins Career and Technical Education; and

**WHEREAS**, pursuant to MOU, Article VI, 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 First Amendment need only be signed by the authorized representatives of the WDB and the affected 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 Comprehensive Hemet. The MOU and all other documents created in connection therewith, is hereby amended in its entirety to include EDD and DOR as additional Co-located Partners at the AJCC Comprehensive Hemet, located at 749 N. State Street, Hemet, CA 92343.
3. Change the designation for the City of Moreno Valley Employment Resource Center from an Access Point to a Comprehensive AJCC.
4. Remove Palo Verde College from the MOU. The MOU and all other documents created in connection therewith, is hereby amended in its entirety to remove Palo Verde College as a Partner to the MOU, listed under Carl Perkins Career and Technical Education.
5. The MOU, including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to add Alvord Unified School District and Val Verde Unified School District as Partners to the MOU, listed under Title II Adult Education and Literacy.
6. AJCC Partners List - ATTACHMENT “E1”. The MOU including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to delete the “AJCC Partners List” attached as Attachment “E1” to the MOU, and replace it in its entirety with the “First Amended AJCC Partners List” attached hereto as Exhibit No. 2 and incorporated herein by this reference.
7. AJCC Additional Partners List-ATTACHMENT “E2”. The MOU including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to delete the “AJCC Additional Partners List” attached as Attachment “E2” to the MOU, and replace it in its entirety with the “First Amended AJCC Additional Partners List” attached hereto as Exhibit No. 3 and incorporated herein by this reference.
8. AJCC Infrastructure Budget City of Moreno Valley Employment Resource Center (ERC) – ATTACHMENT “B”. The MOU including all attachments thereto, and all other documents created in connection therewith, is hereby amended in its entirety to add the Moreno Valley ERC infrastructure budget under Attachment “D2” to the MOU, attached hereto as Exhibit No. 4 and incorporated herein by this reference. The “AJCC Infrastructure Budget for the Moreno Valley ERC” relates to the sharing of infrastructure costs at the AJCC located at 12625 Frederick Street, Suite K-3, Moreno Valley, CA 92553.
9. First Amendment to Prevail. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the MOU and shall supplement the remaining provisions thereof.
10. Entire Understanding. The First Amendment and the MOU set forth 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 First Amendment and the MOU.

11. Consultation with Counsel. The Parties represent and declare that they have carefully read this First 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.
12. 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 First Amendment.
13. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the MOU 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.
14. Counterparts. This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this First Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this First Amendment. The parties further agree that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

**County of Riverside  
Housing, Homelessness Prevention and Workforce Solutions/Workforce Development  
Division**

\_\_\_\_\_  
Carrie Harmon  
Director of Workforce Development

\_\_\_\_\_  
Date

APPROVED AS TO FORM

GREGORY P. PRIAMOS  
County Counsel

\_\_\_\_\_  
Lisa Sanchez  
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  
Southern Division Chief  
Employment Development Department  
Workforce Services

\_\_\_\_\_  
Date

**State of California  
Department of Rehabilitation**

\_\_\_\_\_  
Robert Loeun  
Administrator  
DOR Inland Empire District  
Chair

\_\_\_\_\_  
Date

**Palo Verde College**

\_\_\_\_\_  
Lale Cilenti  
Needles Center Dean

\_\_\_\_\_  
Date

**Alvord Unified School District**

\_\_\_\_\_  
Dusteen Navatte  
Chief Business Officer, Business Services

\_\_\_\_\_  
Date

**Val Verde Unified School District**

\_\_\_\_\_  
John Parker  
Principal, Val Verde Adult School

\_\_\_\_\_  
Date

**City of Moreno Valley**

\_\_\_\_\_  
Mike Lee  
Economic Development Director

\_\_\_\_\_  
Date

Remainder of this page shall remain blank

**(EXHIBIT NO. 1)**  
MOU Phase I and II Defined  
(Behind this Page)

## **MOU PHASE I AND II DEFINED**

### **MOU Phase I**

“MOU Phase I” shall mean that certain Memorandum of Understanding Pursuant to the Workforce Innovation and Opportunity Act, Local Workforce Development Area: Riverside County, Workforce Development Center Operations, dated July 1, 2016, entered into and between Chief Elected Official – John J. Benoit, Chair, Riverside County Board of Supervisors; Local Workforce Development Board – Jamil Dada, Chair, Workforce Development Board; County of Riverside, Economic Development Agency, Workforce Development Division; Housing Authority of the County of Riverside; State of California Employment Development Department; State of California Employment Development Department, UI Division; State of California, Department of Rehabilitation; Department of Public Social Services, County of Riverside; Office on Aging, County of Riverside; Riverside Community College District; College of the Desert; Mt San Jacinto Community College District; Inland Empire Job Corps; Center for Employment Training; California Indian Manpower Consortium, Inc.; Morongo Band of Mission Indians Council; Torres-Martinez Desert Cahuilla Indians; Soboba Band of Luiseno Indians Council; Pechanga Band of Luiseno Indians Council; Riverside County Office of Education; 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; Murrieta Valley Unified School District; Riverside Unified School District; Community Action Partnership; El Sol Neighborhood Educational Center; Learn4Life, and; California Family Life Center.

### **MOU Phase II**

“MOU Phase II” shall mean that certain Memorandum of Understanding Pursuant to the Workforce Innovation and Opportunity Act, Local Workforce Development Area: Riverside County, Workforce Development Center Operations, dated January 1, 2018, entered into and between, Chief Elected Official – John F. Tavaglione, Chair, Riverside County Board of Supervisors; Local Workforce Development Board – Jamil Dada, Chair, Workforce Development Board; County of Riverside, Economic Development Agency, Workforce Development Division Housing Authority of the County of Riverside; State of California Employment Development Department, Workforce Services Branch; State of California Employment Development Department, UI Division; State of California, Department of Rehabilitation; Department of Public Social Services, County of Riverside; Office on Aging, County of Riverside; Riverside Community College District; College of the Desert; Mt San Jacinto Community College District; Inland Empire Job Corps; Center for Employment Training; California Indian Manpower Consortium, Inc.; Morongo Band of Mission Indians Council; Torres-Martinez Desert Cahuilla Indians; Soboba Band of Luiseno Indians Council; Pechanga Band of Luiseno Indians Council; Riverside County Office of Education; 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; Riverside Unified School District; Community Action Partnership; El Sol Neighborhood Educational Center; California Family Life Center; Job Corps – Cornerstone Solutions; Lifelong Learning Administration; Alta Vista South Public Charter dba Learn4Life (AVSPC); Alta Vista Innovation High School dba Learn4Life (AVIHS), and Palo Verde College.

**(EXHIBIT NO. 2)**  
**ATTACHMENT "E1"**  
**FIRST AMENDED AJCC PARTNERS LIST**  
**(Behind this Page)**

## **FIRST AMENDED AJCC PARTNERS LIST E-1**

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
  - Alvord Unified School District
  - 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
  - Val Verde Unified School District
  - College of the Desert
  - Mt. San Jacinto Community College
- ❖ 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
  - Mt. San Jacinto Community College
  - Riverside Community 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.
  - Soboba Band of Luiseno Indians Council

**FIRST AMENDED AJCC PARTNERS LIST E-1 (Continued)**

- ❖ 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

**(EXHIBIT NO. 3)  
ATTACHMENT "E2"  
FIRST AMENDED AJCC ADDITIONAL PARTNERS LIST  
(Behind this Page)**

## **AJCC Additional Partners List E-2**

- ❖ Title IV Tribal TANF
  - Soboba Band of Luiseno Indians Council
- ❖ Title II Adult Ed
  - El Sol Neighborhood Education Center
- ❖ Title I WIOA Adult Customized Career Training Services
  - Goodwill Industries of Southern California
- ❖ Comprehensive AJCC site
  - City of Moreno Valley

**(EXHIBIT NO. 4)**  
ATTACHMENT "D2"  
FIRST AMENDED AJCC COMPREHENSIVE BUDGET  
CITY OF MORENO VALLEY EMPLOYER RESOURCE CENTER  
(Behind this Page)

**AJCC INFRASTRUCTURE BUDGET – MORENO VALLEY EMPLOYER RESOURCE CENTER**

AJCC Infrastructure Budget***		
AJCC Comprehensive Moreno Valley Employment Resource Center		
Cost Category/Line Item	Line Item Cost Detail	Cost
<b>Rent (Includes Rent, Utilities, Insurance &amp; Bldg Maintenance)</b>		
Dedicated Space	4,976 sq. ft.	\$ 159,844
Partner Share*	100%	\$ 159,844
<b>Rental Costs Subtotal:</b>		\$ 159,844
<b>Utilities and Maintenance</b>		
Telephones (Landlines)		
Total Lines	11	\$ 1,932
Common Lines (\$176 Per Line)	2	\$ 351
Partner Share*	100%	\$ 1,932
<b>Utilities and Maintenance:</b>		\$ 1,932
<b>Equipment</b>		
Maint – Office Equipment		
Total	2	\$ 1,200
Common (\$600 Per)	2	\$ 1,200
Partner Share*	100%	\$ 1,200
<b>Equipment:</b>		\$ 1,200
<b>Technology to Facilitate Access to the AJCC</b>		
MoVal IT		
Total	40	\$ 75,646
Common (\$1891 Per Computer)	29	\$ 54,843
Partner Share*	100%	\$ 75,646
High-Speed Internet		
Total	40	\$ 6,984
Common (\$175 Per Computer)	29	\$ 5,063
Partner Share*	100%	\$ 6,984
<b>Technology to Facilitate Access to the AJCC:</b>		\$ 82,630
<b>TOTAL INFRASTRUCTURE COST FOR THIS AJCC:</b>		\$ 245,606
<b>TOTAL ANNUAL PARTNER SHARE OF COST:</b>		\$ 245,606
<b>TOTAL MONTHLY PARTNER SHARE OF COST:</b>		\$ 20,467