

governing such matters. In addition, they shall comply with the following:

- a. Evidence of Coverage: Prior to commencement of this Agreement, each party to this Agreement shall provide a "Certificate of Insurance" or proof of self-insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.
- b. This verification of coverage shall be sent to Monterey County's Contracts/Purchasing Department, unless otherwise directed. Parties to this Agreement shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the party.
- c. Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.
- d. Insurance Coverage Requirements: Without limiting a party's duty to indemnify, each party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - i. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - ii. Workers' Compensation Insurance, if a party employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- e. Dispute Resolution – The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.
- f. Press Releases and Communications – All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage when providing services or performing its duties pursuant to this MOU. This includes use of the AJCC logo on letterhead, envelopes, business cards, any written correspondence and fax transmittals pertaining to implementation of the terms of this MOU.

- g. Hold Harmless/Indemnification/Liability – *In accordance with provisions of Section 895.4 of*

the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVIII. Signature Pages

All partners, regardless of collocation status, must sign the MOU. By signing below, all parties agree to the terms prescribed in this MOU, including the attached IFA and other system costs budget.

Authority and Signature Page

By signing below, each party agreed to the terms prescribed herein. Each individual signing this MOU warrants that he/she is authorized to execute this MOU on behalf of the entity that he/she represents. Each individual signing this MOU warrants that he/she is empowered to legally bind the entity he/she represents to the terms of this MOU.

<i>Monterey County Board of Supervisors, Chief Elected Official</i> Chris Lopez, Supervisor District 3	<i>Monterey County Workforce Development Board (WDB) Chairperson</i> Erik Cushman, Publisher, Monterey County Weekly
Printed Name & Title	Printed Name & Title
Signature _____ Date _____	Signature _____ Date _____
WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA} and Carl Perkins Career Technical Education</i> <i>Monterey Peninsula College</i> John Skellenger, Dean of Instruction	WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA} and Carl Perkins Career Technical Education</i> <i>Hartnell College</i> Michael Gutierrez, Superintendent/President
Printed Name & Title	Printed Name & Title
Signature _____ Date _____	Signature _____ Date _____

<p>WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA) and Carl Perkins Career Technical Education</i> <i>Pacific Grove Adult Education</i></p> <p><u>Barbara Martinez Director, Principal</u></p> <hr/> <p>Printed Name & Title</p>	<p>WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA) and Carl Perkins Career Technical Education</i> <i>Monterey Adult School</i></p> <p><u>Beth Wodecki, Principal</u></p> <hr/> <p>Printed Name & Title</p>
<p>Signature _____ Date _____</p>	<p>Signature _____ Date _____</p>
<p>WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA) and Carl Perkins Career Technical Education</i> <i>Mission Trails Regional Occupational Program</i></p> <p><u>Rob Appel, Director</u></p> <hr/> <p>Printed Name and Title</p>	<p>WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA) and Carl Perkins Career Technical Education</i> <i>Salinas Adult School</i></p> <p><u>Guillermo Arenas, Vice Principal/Director</u></p> <hr/> <p>Printed Name and Title</p>
<p>Signature _____ Date _____</p>	<p>Signature _____ Date _____</p>
<p>WIOA Title II <i>Adult Education and Family Literacy Act {AEFLA) and Carl Perkins Career Technical Education</i> <i>Soledad Adult School</i></p> <p><u>Jeff Lopez Director, Principal</u></p> <hr/> <p>Printed Name and Title</p>	<p>WIOA Title III <i>Wagner-Peyser, Veterans, Trade Adjustment Assistance Act and Unemployment Compensation</i> <i>Employment Development Department (EDD)</i></p> <p><u>Cesar A. Valladares, Deputy Division Chief</u></p> <hr/> <p>Printed Name and Title</p>
<p>Signature _____ Date _____</p>	<p>Signature _____ Date _____</p>
<p>WIOA Title V <i>Older American Act Senior Community Service Employment Program</i> <i>National Association for Hispanic Elderly</i></p> <p><u>Sr. Carmela G. Lacayo, President/CEO</u></p> <hr/> <p>Printed Name and Title</p>	<p>WIOA Title IV <i>Vocational Rehabilitation</i> <i>Department of Vocation Rehabilitation (DOR)</i></p> <p><u>Brian Winic, Regional Director</u></p> <hr/> <p>Printed Name and Title</p>
<p>Signature _____ Date _____</p>	<p>Signature _____ Date _____</p>