

AGREEMENT BETWEEN MONTEREY COUNTY AND  
SANTA CRUZ COUNTY RE: ACT INC. CONTRACT FOR  
CAREER READY 101 AND INDEMNIFICATION

WHEREAS, effective December 1, 2016, the Monterey County Workforce Development Board (MCWDB), with the approval of the Monterey County Board of Supervisors, acting as Chief Elected Official for the Monterey County local workforce area, executed a contract with ACT Inc. for a subscription to its Career Ready 101 on-line work training and job readiness assessment tool (the ACT contract); and

WHEREAS, the ACT contract, Exhibit A (Scope of Work), paragraph 3, provides for a license to use the ACT Career Ready 101 tool to the Santa Cruz County Workforce Development Board (SC-WDB); and

WHEREAS, the ACT contract, Exhibit A (Scope of Work), paragraph 15, provides that the MCWDB will be jointly and severally liable for all obligations of each and every third Party utilizing a license for the ACT Career Ready 101 tool; and

WHEREAS, in consideration of the license for the SC-WDB to use the ACT Career Ready 101 tool provided in the ACT contract, the County of Santa Cruz ("the indemnifying party") wishes to indemnify and hold harmless Monterey County and the MCWDB from such joint and several liability arising from the license for the SC-WDB to use the ACT Career Ready 101 tool;

NOW THEREFORE, the County of Monterey and the indemnifying party agrees as follows:

1. Notwithstanding paragraph 15 of Exhibit A (Scope of Work) to the ACT contract, entered into by the MCWDB and ACT Inc., effective December 1, 2016 for a subscription to the ACT Career Ready 101 tool, the indemnifying party shall indemnify, defend, and hold harmless Monterey County, the MCWDB, and their officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the license for the SC-WDB's use of the ACT Career Ready 101 tool.
2. This obligation to indemnify, defend, and hold harmless Monterey County and the MCWDB applies to the indemnifying party and its agents, employees, and subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by Monterey County or the MCWDB.
3. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Monterey County and the MCWDB. The indemnifying party shall reimburse Monterey County and the MCWDB for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the indemnifying party is obligated to indemnify, defend, and hold harmless Monterey County and the MCWDB under this Agreement.


4. Each of the signatories to this Agreement warrants that he/she is authorized to execute this Agreement on behalf of the entity that he/she represents and is empowered to bind the entity he/she represents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

MONTEREY COUNTY

By:

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Joyce Aldrich, Executive Director  
Monterey County Workforce  
Development Board



APPROVED AS TO FORM  
Rebecca M. Ceniceros  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

Dated:

Approved as to form:



Deputy County Counsel

Dated: 9/16/16

SANTA CRUZ COUNTY

By: Cecilia Espinoza (ED)

Director, Human Services Dept.  
(Title)

Dated: September 22, 2016