

**NORTHERN RURAL TRAINING AND EMPLOYMENT
CONSORTIUM (NORTEC) MEMORANDUM OF
UNDERSTANDING (MOU)**

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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) MOU BETWEEN NORTEC
AND AMERICAS' JOB CENTERS OF CALIFORNIA PARTNERS**

PARTIES TO THE MOU (SIGNATURES)

NoRTEC, the WIOA Title I grant recipient and administrative entity, representing a Local Workforce Development Area comprised of a consortium of eleven counties: Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity.

SIGNATURES:

Bob Williams, Chair of the Governing Board (NoRTEC)

Joe Wilson, Chair of the Workforce Development Board (NoRTEC)

WIOA Title I, Adult, Dislocated Worker, and Youth Programs

SIGNATURES:

Traci Holt, Executive Director – Alliance for Workforce Development

Wendy Zanolli, Executive Director – SMART Workforce Center

Carrie Ferchaud, Executive Director – Job Training Center of Tehama County

WIOA Title I, Native American Programs (Section 166)

SIGNATURE:

Lorenda T. Sanchez, Executive Director - California Indian Manpower Consortium, Inc.

WIOA Title I, Migrant Seasonal Farmworker Programs (Section 167)

SIGNATURES:

Thomas Stuebner, Chief Executive Director - California Human Development Corporation

WIOA Title II, Adult Education and Literacy Programs

SIGNATURES:

Brett W. McFadden, Superintendent - Nevada Joint Union High School District

Jeff Ochs, Director of Alternative Education - Oroville Adult Education Center, Oroville Unified School District

James Berardi, Superintendent - Sierra County Office of Education

Carmen Ghysels, Superintendent Chief Learning Officer – Tahoe/Truckee Unified School District

WIOA Title III, Wagner-Peyser Programs

SIGNATURE:

Carianne Huss, Deputy Division Chief – California Employment Development Department

Trade Adjustment Assistance Programs

SIGNATURE:

Carianne Huss, Deputy Division Chief – California Employment Development Department

Veterans Programs

SIGNATURE:

Carianne Huss, Deputy Division Chief – California Employment Development Department

Unemployment Insurance Program

SIGNATURE:

David Rangel, Employment Development Administrator – California Employment Development Department

WIOA Title IV, Vocational Rehabilitation Programs

SIGNATURES:

Vivian Hernandez-Obaldia, District Administrator - California Department of Rehabilitation

David Wayte – Regional Director- California Department of Rehabilitation

Title V, Older American Act Programs

SIGNATURE:

Demetrios Antzoulatos, VP – Finance, Operations & Grants – AARP Foundation, The Senior Community Service Employment Program (SCSEP)

CalWORKS/TANF

SIGNATURES:

Shelby Boston, Director - Butte County Department of Employment & Social Services

Brad Stephens, Interim County Council

Barbara Longo, Director - Lassen County Health & Social Services Agency

Amanda Uhrhammer, County Counsel

Geri Byrne, Chairman of Board of Supervisors - Modoc County Board of Supervisors

Rachel Peña Roos, Director - Nevada County Director of Social Services

Katherine Elliott, County Counsel

Neal Caiazzo, Director - Plumas County Department of Social Services

Gretchn Stuhr, County Counsel

Vicki Clark, Director - Sierra County Department of Social Services

David Prentice, County Counsel

Gerry Hemmingsen – Chair, Del Norte County Board of Supervisors – Del Norte County Department of Health & Human Services

Joel Bruce Campbell-Blair, County Counsel, Del Norte County

Les Baugh, Chair – Shasta County Board of Supervisors

Rubin E. Cruse Jr., County Counsel or Alan B. Cox, Deputy County Counsel, Shasta County

Brandon Criss – Chair, Siskiyou County Board of Supervisors

Edward Kiernan, County Counsel, Siskiyou County

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Laura Hawkins, Director – Tehama County Department of Social Services

Jesse Ferguson, Program Manager – Trinity County Health and Human Services

Dan Frasier – Chair, Trinity County Board of Supervisors

David Prentice, County Counsel, Trinity County

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- D: Modoc County
- E: Nevada County
- F: Plumas County
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WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM (NORTEC) AND AMERICA'S JOB CENTERS OF CALIFORNIA PARTNERS

Background

The Workforce Innovation and Opportunity Act of 2014 (WIOA), establishes local Workforce Development Boards (WDB), which, in partnership with the chief elected official, are responsible for setting policy and overseeing workforce development programs for a workforce development area. The workforce development area of NoRTEC includes the eleven counties of Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Sierra, Shasta, Siskiyou, Tehama, and Trinity.

The "chief elected official" for NoRTEC is a special district formed by a joint power agreement (JPA) among the eleven NoRTEC member counties. Each of these counties appoints a member of their Board of Supervisors to serve on the NoRTEC Governing Board. The NoRTEC Governing Board appoints the NoRTEC WDB, consistent with the WIOA for a private sector majority, a cross section of public agencies, education, community-based organizations and organized labor. The NoRTEC Governing Board and the NoRTEC WDB then operate as partners for the implementation of the WIOA.

The establishment of a One-Stop delivery system for workforce development services is a cornerstone of the WIOA, and is the primary charge of the NoRTEC WDB and Governing Board. In general, the One Stop delivery system is a network of employment centers within which entities responsible for administering workforce development, educational, and other human resource programs and funding streams (referred to as "Partners") collaborate to create a seamless system of service delivery designed to enhance access to services and improve long-term employment outcomes for individuals receiving assistance.

Purpose

WIOA requires an MOU be developed and executed between the NoRTEC Workforce Development Board (WDB) and the America's Job Centers of California (AJCC) Partners to establish an agreement concerning the operations of the AJCC delivery system.

The purpose of the MOU is to establish a cooperative working relationship between the AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California's delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance with any of the following:

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- Career placement services
- Building basic educational or occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

Mission Statement and Goals

Bring together workforce development, educational, economic development and other employment services in a seamless customer-focused delivery network that enhances access to program services and improves long-term employment outcomes. As AJCC partners, we are committed to administering our independently funded programs as a set of integrated streamlined services to job seekers and employers, by:

- Helping businesses find skilled workers and access other support services, including education and training, for their current workforce.
- Providing an array of employment and business services and connecting customers to work-related training and education
- Continuing to align investments in workforce, education and economic development to regional in-demand jobs
- Reinforcing partnerships and strategies to provide job seekers and workers with high-quality career services, education and training, and supportive services needed to get good jobs and stay employed
- Continuing to plan, coordinate, and provide services in an integrated manner to maximize the utilization of resources and assure there will be no "wrong door" for customers seeking services from the system
- Measuring customer satisfaction and continuously improving services based upon customer feedback
- Designing and continuously improving a system that reflects statewide/regional economic development strategies and is responsive to industry sectors in the region

Parties to the MOU

Per Section 121(b) of the WIOA, the following entities are required partners in the NoRTEC One-Stop System:

1. NoRTEC, the WIOA Title I grant recipient and administrative entity
2. WIOA Title I Adult, Dislocated Worker, and Youth Programs
3. WIOA Title I Native American Programs (Section 166)
4. WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)
5. WIOA Title II Adult Education and Literacy Programs
6. WIOA Title III Wagner-Peyser Programs
7. WIOA Title IV Vocational Rehabilitation Programs
8. Title V Older Americans Act Programs
9. Trade Adjustment Assistance (TAA) Programs
10. Veterans Programs
11. Unemployment Insurance Program
12. Temporary Assistance for Needy Families (TANF)/CalWORKs

One-Stop System Services

The NoRTEC region includes the geographic area of Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity Counties. There are thirteen AJCCs in the region:

Butte County – Chico Comprehensive AJCC

Alliance for Workforce Development
500 Cohasset Road, Suite 30
Chico, CA 95926
(530) 961-5125
<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.

Butte County – Oroville Comprehensive AJCC

Oroville Community Employment Center
78 Table Mountain Blvd
Oroville, CA 95965
(530) 538-7301
<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TANF/CalWorks: Butte County Department of Employment and Social Services

Del Norte County – Comprehensive AJCC

SMART Workforce Center
875 5th Street
Crescent City, CA 95531
(707) 464-8347
<http://thesmartcenter.biz>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Business Resource Center
- TANF/CalWorks – Del Norte County Department of Health & Human Services

Lassen County – Comprehensive AJCC

Business and Career Network
1616 Chestnut Street
Susanville, CA 96130
(530) 257-5057
<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TANF/CalWORKS: Lassen County Health & Social Services Department

Modoc County Comprehensive AJCC

Business and Career Network
701 N. Main Street, Suite F
Alturas, CA 96101
(530) 233-4161
<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TEACH – Adult Education

Nevada County - Comprehensive AJCC

Business and Career Network
988 McCourtney Road
Grass Valley, CA 95949
(530) 265-7088
<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TANF/CalWORKS: Nevada County Department of Social Services

Plumas County – Comprehensive AJCC

Business and Career Network
7 Quincy Junction Road
Quincy, CA 95971
(530) 283-1606
<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.

Shasta County – Comprehensive AJCC

Smart Workforce Center
1201 Placer Street
Redding, CA 96001
(530) 246-7911
<http://thesmartcenter.biz>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

Sierra County Comprehensive AJCC

Business and Career Network
305 South Lincoln Street
Sierraville, CA 96126

(530) 994-3349

<http://afwd.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development

Siskiyou County Comprehensive AJCC

SMART Workforce Center

582 Main Street

Weed, CA 96094

(530) 938-3231

<http://thesmartcenter.biz>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

Tehama County Comprehensive AJCC

Job Training Center of Tehama County

718 Main Street

Red Bluff, CA 96080

(530) 529-7000

<http://jobtrainingcenter.org>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Job Training Center of Tehama County

Trinity County Comprehensive AJCC

Smart Workforce Center

790 Main Street, Suite 618

Weaverville, CA 96093

(530) 623-5538

<http://thesmartcenter.biz>

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

AJCC System Services

Each AJCC in the One-Stop system provides access to the full range of available employment services, training and education, and employer assistance as described in the WIOA.

AJCC's services as required by WIOA and provided by the AJCC Partners to this MOU are outlined in Appendix 1 (A-K)

- A. Butte County
- B. Del Norte County
- C. Lassen County
- D. Modoc County
- E. Nevada County

- F. Plumas County
- G. Shasta County
- H. Sierra County
- I. Siskiyou County
- J. Tehama County
- K. Trinity County

Responsibility of AJCC Partners

It is understood that the development and implementation of this system will require mutual trust and teamwork between all involved parties. It is further acknowledged that the system, because it is driven by local needs, will evolve over time, as employer and individual customer needs change. In consideration of the mutual aims and desires of the partners participating in this agreement, and in recognition of the public benefit to be derived from the effective implementation of the programs involved, the partners agree that their respective responsibilities under this agreement will be as follows:

Parties to this MOU agree to engage in planning, plan development, and modification, to result in:

1. Continuous partnership building between all parties to this agreement;
2. Continuous planning responsive to regional, State, and Federal requirements;
3. Responsiveness to specific Statewide and regional economic conditions including employer needs;
4. Adherence to common data collection and reporting needs;
5. Making services applicable to the partner program available to customers through the one-stop delivery system;
6. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
7. Participation in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained when applicable.

Funding of Services and Operating Costs

NoRTEC and the AJCC partners to this MOU have chosen a consolidated system-wide budget for the network of comprehensive AJCCs.

The annual consolidated infrastructure budget outlining the infrastructure costs were provided by each co-located partner. These amounts serve as a baseline to determine the cost each partner contributed. The consolidated infrastructure budget can be found as Exhibit 1.

The costs allocation methodology agreed on by co-located partners is the proportion of an individual partner program's square footage occupancy as a percentage to the total AJCC. This cost allocation methodology adheres to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The use of space will be reviewed and reconciled against actual costs at least quarterly by NoRTEC, if needed.

For Non-Co-Located Partners

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-co-located partners who are receiving benefit from the AJCC will also be required to contribute their proportionate share towards infrastructure costs in accordance with State WIOA policies and guidance. Consequently, this MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available. By signing this MOU, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

For Native American Programs: WIOA Section 121[h][2][D][iv] stipulates that Native American programs are not required to contribute and will not be contributing to infrastructure funding.

Methods for Referring Customers

The AJCC Partners will refer customers using the inter-partner and inter-agency referral process as required by WIOA and described in Attachment A-K.

Access for Individuals with Barriers to Employment

The AJCC system is committed to providing needed services to all job seekers, including individuals with barriers to employment.

Section 3(24) of the WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in Section 66 of the WIOA
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers as defined in Section 167(i) of WIOA
- Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Other groups as the Governor involved determines to have barriers to employment

AJCC partners ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

Section 134(c)(3)(E) of the WIOA requires the Title I Adult program to provide priority of service to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Veterans and eligible spouses shall also be provided priority of services among all eligible individuals, as long as they meet the WIOA Adult program eligibility criteria. WIOA Title I Adult programs must provide priority of service to these groups in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient.
2. Individuals who are recipients of public assistance, other low income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in one of three WIOA priority groups noted above.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all AJCC Partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Federal Privacy Act of 1974, as amended and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the

provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sex, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

The AJCC partner providing Title I services agrees to follow NoRTEC's established grievance and complaint procedure that is applicable to customers accessing WIOA funded programs and services. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Title I AJCC partner also agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

AJCC Partners to this MOU agree to have established grievance and complaint processes pertinent solely to their own programs and funds, and will use these processes when a complaint is filed only with a partner agency and does not include issues with programs funded under Title I of WIOA.

AJCC Partners to this MOU will share information with customers about how, where, and with whom to file complaints.

American's with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Terms

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be July 1, 2022 – June 30, 2025. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

The IFA budgets must be reviewed annually and updated if there are substantial changes. The IFA budgets are located in Appendix A, and may change to accomplish any required updating. ***Doing so will not constitute amending this MOU and will not require that the parties again sign this MOU.***

Modifications and Revisions

This MOU constitutes the entire agreement between parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Supervision/Day-to-Day Operations

The day-to-day supervision of staff located in the AJCCs will be the responsibility of the site supervisor(s). The employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and/or the employer of each AJCC staff member.

The office hours for staff at the AJCCs will be established by the site supervisor(s) and/or the employer of staff. All staff assigned to the AJCC will comply with the holiday schedule of their employer and will provide a copy of the holiday schedule to the operator and host agency of the AJCC facility at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely responsible and hold all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

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.

Press Releases and Communications

The pertinent AJCC Partners shall have the option to be included in any communicating with the press, television, radio or any other form of media when an AJCC Partner's specific duties or performance under this MOU is addressed. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each party shall make reference to the

AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered.

The AJCC Partners agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals originating in the AJCC.

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.

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 - Other Systems Costs: Basic Career Services and Individual Career Services Budget (Exhibit D)
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Counterparts/Electronic, Facsimile, and PDF Signatures.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Partner written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures. Each Party of this agreement 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 agreement. However, parties cannot be made to use an electronic form of signature if they prefer instead to use physical signatures. The Parties further agree that the electronic signatures of the Parties included in this agreement 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. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

Signatures

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this MOU and Attachments/Exhibits (separate signature pages).