

# **Memorandum of Understanding**

**For**

**Anaheim Workforce Development Board  
and the  
County of Orange Social Services Agency**

## **MEMORANDUM OF UNDERSTANDING**

### **1. LEGAL AUTHORITY**

The Workforce Innovation and Opportunity Act (“WIOA”) sec. 121(c)(1) requires that each Local Workforce Development Area develop and enter into a Memorandum of Understanding (“MOU”) with each America’s Job Center of California (“AJCC”) Partner, consistent with WIOA Sec. 121(c)(2). This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the AJCC System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among AJCC Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

### **2. PARTIES**

The parties to this MOU are the City of Anaheim, a municipal corporation and charter city (“City”), the Anaheim Workforce Development Board (“AWDB”), and the County of Orange Social Services Agency (“SSA”) (referred collectively as “the Parties”). SSA will be a collocated one-stop AJCC Partner located at Anaheim Workforce Connection, 290 South Anaheim Blvd., Suite 100, Anaheim, CA 92805.

### **3. PURPOSE**

The purpose of the MOU is, consistent with the provisions of WIOA sec. 121(c)(1), to establish a cooperative working relationship between the AWDB and SSA, the collocated AJCC Partner, and to define their respective roles and responsibilities concerning the operation of the AJCC as it relates to shared services and customers. It serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services. It also serves to establish a framework to support the established service delivery through the sharing of resources and costs.

### **4. DURATION**

This MOU shall become effective July 1, 2019 and terminate June 30, 2022. This MOU shall supersede and cancel the existing Phase I MOU between SSA, the City, and AWDB, executed August 9, 2016, and Phase II MOU between SSA and AWDB, executed October 17, 2017.

This MOU will be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of services and to identify any substantial changes that require modification of this MOU. This MOU will remain in effect until the termination date, unless one of the conditions in section 30 occurs.

## **5. MODIFICATIONS AND REVISIONS**

This MOU and Attachments 1, 2, 3, and 4 which are incorporated by reference, constitute the entire agreement between the Parties. 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, which may require approval by the governing body of each Party. Assignment of responsibilities under this MOU by any of the Parties shall require prior written notice and preapproval of all Parties. Any assignee shall also commit in writing to the terms of this MOU.

## **6. ANAHEIM WORKFORCE DEVELOPMENT STRATEGIES**

The AWDB's vision rests on integrating current and future resources through its AJCC Partners to provide new opportunities for the workforce system and California Work Opportunity and Responsibility to Kids (CalWORKs) programs to collaborate in meeting the needs of low income individuals. Integration means making certain that all elements of the workforce support system work together to create inviting and seamless services wherever a client enters the system. The AWDB's vision is sensitive to the needs of its unique demographics. The AWDB's overall strategies include:

- a) Identifying regional industry clusters (e.g., manufacturing cluster, medical cluster, etc.) to create new jobs in which Anaheim's workforce can participate;
- b) Expanding small business development support as a creator of new jobs and method for growing the local tax base;
- c) Educating Anaheim's current and future workforce through classroom pre-training and training activities, plus on-the-job training and workforce skill enhancement activities;
- d) Offering career pathway programs for both unemployed and employed adults and youth;
- e) Increasing access to jobs for disconnected and underserved populations, especially youth;
- f) Organizing, integrating and supporting social and other services through the AWDB's network of partnerships, volunteer organizations, and established institutional resources; and
- g) Assuring funding from all public, private, and other sources in support of its programs.

## **7. ONE-STOP SYSTEM & SERVICES**

### **A. LOCATION**

The AJCC is currently located in Anaheim as follows:

Anaheim Workforce Connection  
 201 S. Anaheim Blvd. #203  
 Anaheim, CA 92805  
 (714) 765-4350  
 Open to the Public: Monday – Friday 8:00 am - 5:00 pm

The AJCC is currently located at the Anaheim Workforce Connection (“AWC”) as described in the AJCC Partners Location and Map, attached herein as Attachment 1 and incorporated herein by reference. The AWC shall provide and/or coordinate WIOA services to individuals, providing them with the necessary skills to participate in building a world-class workforce in Anaheim. The AWC offers the community a variety of informational, employment and training services based on individual needs. Those needs are met by the combined efforts of the AJCC Partners as described by the Anaheim AJCC Partner Services, included herein as Attachment 2 and incorporated by reference.

## **B. SERVICES PROVIDED AT ANAHEIM WORKFORCE CONNECTION**

Services and referrals provided at the AWC by AJCC Partners may include, but are not limited to, the following:

### **1. Basic Career Services:**

- a. Eligibility determination;
- b. Outreach, intake, and orientation to information and services;
- c. Initial assessment of skill levels, including: literacy, numeracy, and English proficiency; and, aptitudes, abilities, and support service needs;
- d. Labor exchange services, including:
  - i. Job vacancy listings in labor market areas;
  - ii. Information on job skills needed to obtain the vacant jobs; and,
  - iii. Information relating to in-demand occupations, including earnings and opportunities for advancement;
- e. Provision of performance and program cost information on the Eligible Training Provider List eligible programs by program and type of provider;
- f. Provision of information in acceptable formats and languages that identify actual performance against performance accountability measures;
- g. Provision of information related to support services;
- h. Provision of information and assistance in filing Unemployment Insurance claims; and
- i. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not funded through WIOA.

### **2. Individualized Career Services:**

- a. Comprehensive and specialized assessment of skill levels and service needs including: Diagnostic testing; and, other assessment tools;
- b. In-depth interview and evaluation to determine barriers and goals;
- c. Development of Individual Employment Plan to identify goals, objectives, and services;
- d. Group counseling;
- e. Individual counseling;
- f. Career planning;
- g. Short-term pre-vocational services, including: development of learning skills; communication skills; and, other soft skills to prepare individuals for employment or training;

- h. Workforce preparation activities, including: basic academic; and, obtaining other skills necessary for successful transition into postsecondary education, training or employment;
- i. Financial literacy services; and,
- j. Out-of-area job search assistance and relocation assistance.

### **3. Training Services:**

- a. Occupational skills training;
- b. On-the-Job training;
- c. Incumbent worker training;
- d. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- e. Training programs operated by the private sector;
- f. Skill upgrading and retraining;
- g. Entrepreneurial training programs;
- h. Transitional jobs;
- i. Job readiness training provided in combination with any of the aforementioned training Services;
- j. Adult education and literacy activities, including: activities of English language acquisition; and, integrated education and training programs provided concurrently or in combination with any of the aforementioned training services;
- k. Customized training;
- l. Internships and work experiences that are linked to careers; and,
- m. English language acquisition and integrated education and training program.

### **4. Employer Services:**

- a. Recruitment and other business services on behalf of employers.

Specific services and referrals which are provided by SSA as an AJCC partner are described herein in section 8 and section 9 below.

## **C. SYSTEM STRUCTURE**

### **1. AJCC ONE-STOP OPERATOR PROCUREMENT**

The AWDB selected the one-stop operator through a competitive process in accordance with the Uniform Guidance Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 290, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement is available for public inspection. The State requires that the one-stop operator is re-competed at least every three (3) years and no later than every four (4) years. Functional details are outlined in the Roles and Responsibilities of Parties section.

### **2. ROLES AND RESPONSIBILITIES OF PARTIES**

#### ***a. Provision of Applicable Career Services and Participation in Planning and Development:***

The Parties to this MOU will work closely together to ensure that the AJCC is a high-performing work place with staff that ensure quality of service. SSA as an AJCC Partner agrees to the responsibilities required of all Partners under WIOA Section 121(b). In addition, SSA as an AJCC Partner will participate in joint planning, plan development, and modification of activities to accomplish the following:

- a. Continuous partnership building;
- b. Continuous planning in response to state and federal requirements; and
- c. Responsiveness to local and economic conditions, including employer needs.

Parties agree to the co-enrollment of mutual customers in case management to better leverage the resources available for the benefit of the participant and enhance successful outcomes and participate in the operation of the one-stop system consistent with the terms of the MOU and requirements of authorized laws. The Parties agree to inform each other immediately when a customer violates an established policy that would require them to be banned from the center or behavior that requires police intervention.

Parties agree to collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in this MOU.

Parties agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all the Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Parties agree that all equipment and furniture purchased by any Party for purposes described herein shall remain the property of the purchaser after the termination of this MOU.

***b. Parties shall comply with:***

- i. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- ii. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. The Americans with Disabilities Act of 1990, as amended;
- v. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- vi. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- vii. The Non-traditional Employment for Women Act of 1991;

- viii. The Age Discrimination Act of 1967, as amended;
- ix. The Age Discrimination Act of 1975, as amended;
- x. Title IX of the Education Amendments of 1972, as amended;
- xi. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- xii. Title IX of the Education Amendments of 1972, as amended;
- xiii. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- xiv. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603); and
- xv. All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.

The Parties agree to inform each other immediately when a customer violates an established policy that would require them to be banned from the center or activity that requires policy intervention.

## **8. SSA RESPONSIBILITIES AS COLLOCATED AJCC PARTNER**

SSA commits to collocation of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. SSA will further promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the AJCC operator;
- b. Joint planning, policy development, and system design processes;
- c. Commitment to the joint mission, vision, goals, strategies, and performance measures;
- d. The design and use of common intake, assessment, referral, and case management processes;
- e. The use of common and/or linked data management systems and data sharing methods, as appropriate;
- f. Leveraging of resources, including other public agency and non-profit organization services;
- g. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and

- h. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

SSA shall provide applicable career services to clients as set forth in the Anaheim AJCC Partner Services.

## **9. REFERRALS**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, SSA will ensure and agree to:

- a. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the AJCC network;
- b. Develop materials summarizing their program requirements and making them available for Partners and customers;
- c. Develop and utilize common intake, eligibility determination, assessment, and registration forms, as appropriate;
- d. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner programs;
- e. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- f. Commit to robust and ongoing communication required for an effective referral process;
- g. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level;
- h. Ensure that intake and referral processes are customer-centered with the intent to provide high quality customer service;
- i. Ensure that general information regarding AJCC programs, services, activities, and resources shall be made available to all customers as appropriate;
- j. Ensure that referrals will be made via email or other electronic means;
- k. Ensure that referrals will include a direct link or access to other AJCC Partner staff that can provide meaningful information or service, through the use of collocation, or real-time technology (two-way communication and interaction with AJCC Partners that results in services needed by the customer); and



1. Ensure that the referral process will include specific staff name, the activity required, desired outcome and a method for communicating back to the referring agency that the service need was addressed.

## **10. SUPERVISION/DAY TO DAY OPERATIONS**

### *a. Day-to-Day Supervision*

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). SSA will continue to set the priorities of its staff assigned to the AJCC. Any change in work assignments or any concerns involving the responsibilities of the Parties which occur at the worksite will be handled by the site supervisor(s) and SSA management.

### *b. ii. Anaheim Workforce Connection Hours of Operation*

The Anaheim Workforce Connection is open for business: Monday through Friday from 8:00 am until 5:00 pm.

### *c. SSA Staff Office Hours*

The office hours for SSA staff at the AJCC will be established by SSA. All SSA staff will comply with the County of Orange holiday schedule and will provide a copy of their holiday schedule to the AWDB and Anaheim Workforce Connection at the beginning of each fiscal year.

### *d. Building Accessibility*

All Partner staff assigned to the Anaheim Workforce Connection will be issued an access card to Suite #102 and a parking lot pass that allows them to enter and exit the parking lot. It is all individual staff's responsibility to keep them secure. Should they damage or lose them they can be replace by the AWDB at the expense of the individual agency staff.

### *e. Benefits*

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 responsive 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.

## **11. AJCC OPERATING BUDGET**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the local AJCC. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;

- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- c. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs;
- d. Ensures that costs are appropriately shared by AJCC Partners by determining contributions based on the proportionate use of the AJCC centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance; and
- e. All Parties will meet and confer regarding replacement, acquisition, cleaning and maintenance of furnishings.

The Parties consider this AJCC operating budget the master budget that is necessary to maintain the AWDB's high-standard AJCC. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure costs (also separately outlined below in the Infrastructure Funding Agreement);
- b. Career services; and
- c. Shared services.

All costs must be included in the MOU, allocated according to the AJCC Partner's proportionate use and relative benefits received, reconciled every six (6) months against actual costs incurred, and adjusted accordingly. The AJCC operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

## **12. COST ALLOCATION METHODOLOGY**

Cost allocation is the process of assigning to two (2) or more programs the costs of an item shared by the programs. The goal is to ensure that each program bears its fair share, and only its fair share, of the total cost of the item. A cost allocation plan is a written account of the methods used to allocate costs to the programs occupying the AJCCs.

The requirement to allocate the costs of shared resources can be met by using logical and rational methods to ensure that each program is paying only its fair share of the cost of an item used in common, and that no program is subsidizing another. Generally, the methods used to allocate a shared cost should be the simplest, most straightforward way of allocating this type of cost fairly. Complex, highly detailed methods should be avoided when a simple one will achieve the objective. Methods, rules or formulas that use percentages or fractions of cost items are acceptable. Accordingly, shared costs will be based upon the square footage occupied in each AJCC. The Local Boards and Partners have chosen to submit a separate budget for each comprehensive AJCC for developing the infrastructure cost budget.

### 13. INFRASTRUCTURE FUNDING AGREEMENT

The Infrastructure Funding Agreement (“IFA”) contains the infrastructure costs budget that is an integral component of the overall AJCC operating budget. The IFA is a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. The IFA contains the AJCC Comprehensive Infrastructure Cost Budget, included herein as Attachment 3 and incorporated herein by reference, that is an integral component of the overall AJCC operating budget.

AJCC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the AJCC, including, but not limited to:

- a. Rental of the facilities;
- b. Utilities and maintenance;
- c. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and
- d. Technology to facilitate access to the AJCC, including technology used for the center’s planning and outreach activities.

Changes in the AJCC Partners or an appeal by an AJCC Partner’s infrastructure cost contributions will require an amendment of the MOU.

### 14. INFRASTRUCTURE CONTRIBUTIONS

The AJCC Partner may provide cash, non-cash (in-kind), and third-party in-kind contributions to cover its share of infrastructure costs. In-kind contributions cannot be used to fund non-infrastructure costs (such as personnel), and must be valued consistent with Uniform Guidance Section 200.306 to ensure such contributions are fairly evaluated and qualify for the AJCC Partner’s proportionate share.

If third-party in-kind contributions are made to support the AJCC as a whole (such as facility space), that contribution will not count toward the AJCC Partner’s proportionate share of the infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all AJCC Partners.

#### ***a. Cash***

Cash funds provided to the AWDB, or its designee, by AJCC Partners, either directly or by an interagency transfer, or by a third party.

#### ***b. Non-Cash***

Expenditures incurred by AJCC Partners on behalf of the AJCC; and Non-cash contributions or goods or services contributed by a Partner program and used by the AJCC.

#### ***c. Third-party In-kind***

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with AJCC operations, by a non-AJCC Partner to:

Support the AJCC in general; or, support the proportionate share of AJCC infrastructure costs of a specific Partner [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760].

The Parties hereto agree that SSA shall be collocated at the local AJCC for the purposes set forth herein at no cost, pursuant to currently existing License Agreement attached herein as Attachment 4 and incorporated herein by reference.

## 15. DATA SHARING

Parties agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Parties further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- a. Customer PII will be properly secured in accordance with the AWDB's policies and procedures regarding the safeguarding of PII;
- b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;
- c. All confidential data contained in Unemployment Insurance wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- d. All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required;
- f. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and
- g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All AJCC and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **16. CONFIDENTIALITY**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## **17. PRESS RELEASES AND COMMUNICATIONS**

All Parties shall be consulted and notified prior to 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.

The Parties agree to utilize the AJCC logo developed by the State of California and the AWDB on buildings identified for AJCC usage.

## **18. ACCESSIBILITY**

Accessibility to the services provided by the AJCCs and all Partner agencies is essential to meeting the requirements and goals of the local AJCC network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

## **19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

## **20. GRIEVANCES AND COMPLAINTS PROCEDURE**

The Parties agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Parties. 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 Parties further agree 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. All Parties agree to inform each other immediately when a customer violates an established policy that would require them to be banned from the center or involves police authorities.

## **21. AMERICAN'S WITH DISABILITIES ACT AND AMENDMENTS COMPLIANCE**

The Parties agree 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 ("ADA") and its amendments. Additionally, the Parties will ensure that all policies and procedures established by either Party are in compliance with the ADA.

## **22. HOLD HARMLESS/INDEMNIFICATION/LIABILITY**

In accordance with provisions of Section 895.4 of the California Government Code, each signatory hereby agrees to indemnify, defend and hold harmless all other signatories identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any negligent 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 signatories 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 negligent 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.

### **23. SEVERABILITY**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

### **24. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

### **25. CERTIFICATION REGARDING LOBBYING**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

### **26. DEBARMENT AND SUSPENSION**

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

### **27. PRIORITY OF SERVICE**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

### **28. BUY AMERICAN PROVISION**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

## **29. SALARY COMPENSATION AND BONUS LIMITATIONS**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2017; Final PY 2017 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2017, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

## **30. TERMINATION**

This MOU will remain in effect until the end date specified in section 4 above, unless:

- a. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of activities under this MOU;
- b. WIOA is repealed or superseded by subsequent federal law;
- c. Local area designation is changed under WIOA; and
- d. A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the AWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) calendar days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

This MOU is of no force or effect until signed by authorized representatives of the participating Parties, and approved by the Chief Local Elected Official or his/her designee. The MOU, once signed, becomes part of the local WIOA Plan. Any Party may withdraw from this MOU by giving written notice of intent to withdraw at least thirty (30) calendar days in advance of the effective withdrawal date. If agreed to by all Parties, the timeframes for notice may be reduced or extended. Notice of withdrawal shall be given to the AWDB at the address listed in the signed attachments of this MOU, and to the contact person so listed, considering any information updates received by the Parties, a courtesy notification shall be made to all Parties of this MOU in a timely manner.

## **31. NOTICES**

All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:



City of Anaheim: City of Anaheim  
Workforce Development Division  
201 S. Anaheim Blvd., Suite 1001  
Anaheim, CA 92805

COUNTY: County of Orange Social Services Agency  
Contracts and Procurement Services  
500 N. State College Blvd, Suite #100  
Orange, CA 92868

### **32. AUTHORITY AND SIGNATURES**

The individuals signing this MOU and its attachments, which are incorporated herein by reference, have the authority to commit the Party they represent to the terms of this MOU, and do so commit by signing.

#### **ATTACHMENTS:**

Attachment 1: AJCC Partner Location and Map

Attachment 2: Anaheim AJCC Partner Services

Attachment 3: Infrastructure Funding Agreement

Attachment 4: License Agreement with Anaheim Workforce Development Board

WHEREFORE, the Parties hereto have executed this Agreement in the County of Orange, California.

\*\*\*\*\*  
“City”

**City of Anaheim, a municipal corporation and charter city**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Harry Sidhu, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Zapata, City Manager

<b>APPROVED AS TO FORM:</b>	<b>ATTEST:</b>
OFFICE OF THE CITY ATTORNEY	THERESA BASS, ACTING CITY CLERK

By: _____ Leonie Mulvihill Deputy City Attorney IV	By: _____
--	-----------

**Anaheim Workforce Development Board**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair

\*\*\*\*\*

WHEREFORE, the Parties hereto have executed this Agreement in the County of Orange, California.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_  
CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
AGREEMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

By: \_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
County of Orange, California

Dated: \_\_\_\_\_

Approved as to Form  
County Counsel  
County of Orange, California

By: Carolyn J. Frost  
Carolyn Frost, Deputy County Counsel

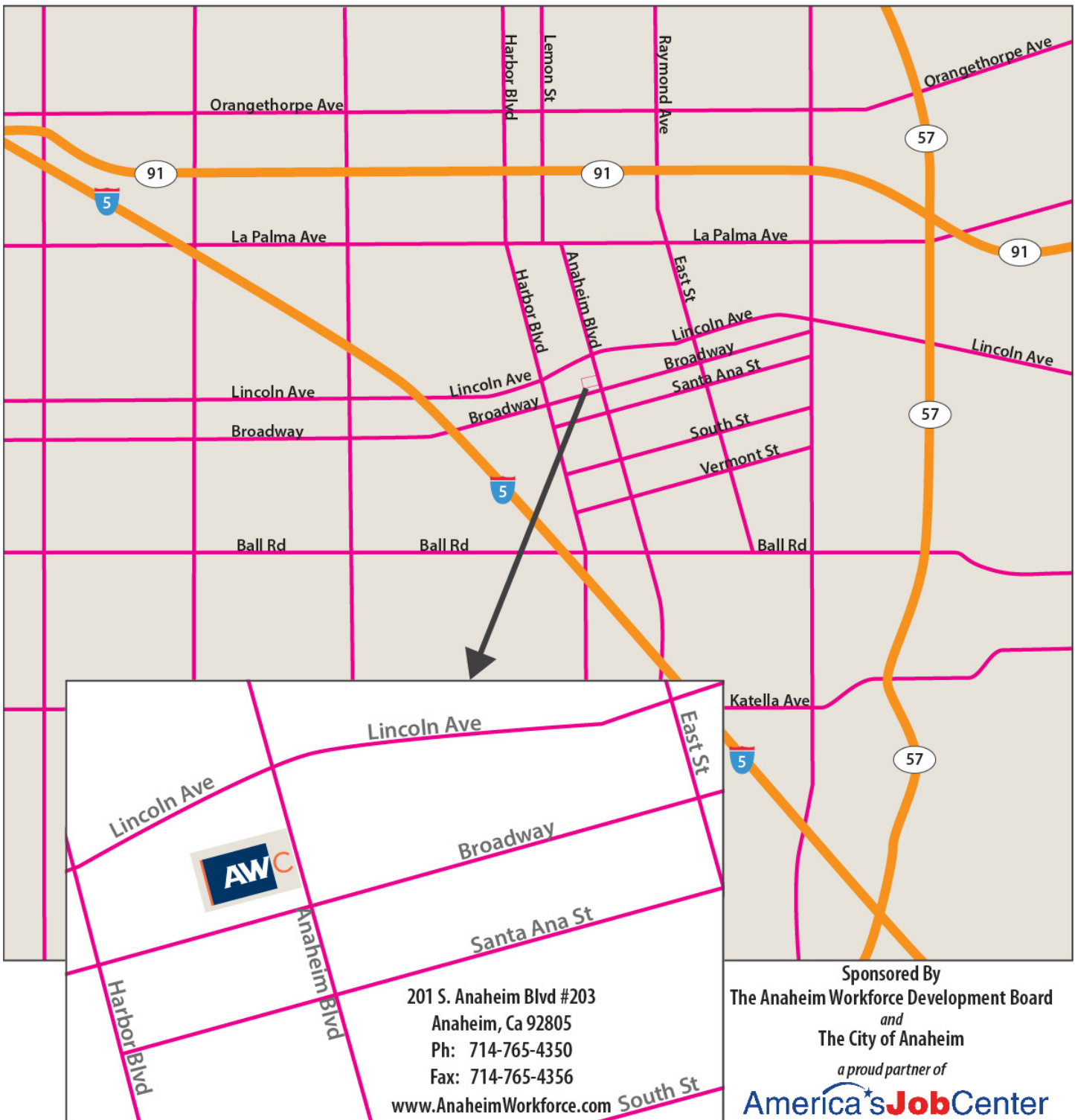
Dated: 05/06/19

Partner Program	Partner Organization	Authorization/Category	Physically Co-Located
<b>Title I Adult, Dislocated Workers and Youth Programs</b>	City of Anaheim Community & Economic Dev. Dept.	WIOA Title I Adult, Dislocated Workers, Youth Programs.	Yes
<b>Adult Education/ Literacy and Career Technical Education</b>	North Orange Continuing Education-NOCCCD	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Yes
		Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.).	
<b>Wagner-Peyser</b>	Employment Development Department (EDD)	WIOA title III Wagner-Peyser Employment Services, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), also providing the state's public labor exchange.	Yes
<b>Veterans</b>	Employment Development Department (EDD)	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Yes
<b>Trade Act</b>	Employment Development Department (EDD)	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Yes
<b>Unemployment Insurance (UI)</b>	Employment Development Department (EDD)	Unemployment Insurance (UI) programs under state unemployment compensation laws.	Yes
<b>Vocational Rehabilitation Services</b>	State Department of Rehabilitation (DOR)	WIOA title IV State Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.)	Yes
<b>Temporary Assistance for Needy Families (TANF)</b>	Social Service Agency-Family Self-Sufficiency	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Yes
<b>Senior Aid Program</b>	SER-Jobs for Progress, Inc.	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Yes
<b>Job Corps</b>	Long Beach Job Corps	WIOA Title I C, Jobs Corps	No
<b>Native American Programs</b>	Southern California Indian Center	Indian and Native American Programs (Section 166)	No
<b>Housing &amp; Urban Development</b>	Anaheim Housing Authority	Housing & Urban Development (HUD)	Yes
<b>Department of Community Services and Development</b>	Community Action Partnership of Orange County (CAPOC)	Local community action agencies with employment programs.	No



**ANAHEIM WORKFORCE**  
CONNECTION

*a Comprehensive*  
**America's JobCenter**  
*of California<sup>SM</sup>*



201 S. Anaheim Blvd #203  
Anaheim, Ca 92805  
Ph: 714-765-4350  
Fax: 714-765-4356  
[www.AnaheimWorkforce.com](http://www.AnaheimWorkforce.com)

Sponsored By  
The Anaheim Workforce Development Board  
and  
The City of Anaheim  
*a proud partner of*  
**America's JobCenter**  
*of California<sup>SM</sup>*





**Anaheim AJCC Partner Services****Attachment 2**

State Level Partner	Entity/Program	ANAHEIM AJCC Partner Services			Service Delivery Method
		Career	Training	Employer	
Title I Adult, DW, Youth	City of Anaheim Community & Economic Development	1, 2, 3, 4, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17	1, 2, 5, 7, 9	1,2,3,4,5,6,7,8	FT, T, B, P, O
Adult Education/ Literacy Career Technical Education	North Orange Continuing Education -NOCCCD	2, 3, 12, 14,15, 17	1, 8		FT, B, P, O
Wagner-Peyser	Employment Development Department (EDD)	1, 2, 3, 4, 5, 6, 8, 9, 10, 17		1,2,3,4,6,7,8	FT, T, A, B, P
Veterans (Jobs for Veterans State Grant)	Employment Development Department (EDD)	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17		1,2,3,4,6,7,	FT, T, A, B, P
Trade Act (Trade Adjustment Assistance)	Employment Development Department (EDD)	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17	1, 4, 5, 8, 9	1,2,3,4,6,7,8	FT, T, A, B
Unemployment Compensation	Employment Development Department (EDD)	1, 9		8	FT, T, A, B
Vocational Rehabilitation	State Department of Rehabilitation (DOR)	1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17	DOR Eligible: 1, 2, 3, 4, 5, 6, 7, 8, 9,	1, 2, 4 DOR Eligible: 3, 5, 8	FT, B, T, P
TANF	Social Service Agency-Family Self-Sufficiency	1, 2, 3, 4, 7, 8, 10, 11, 12, 13	1, 3, 4, 7, 8		FT, T, A, B, P
Title V Older Americans Act	SER-Jobs for Progress, Inc.	1, 2, 3, 4, 5, 8, 11, 12, 13, 16	1,2,3,7	1,2,3,4,6,7	PT, T, B
Department of Community Services and Development	Community Action Partnership of Orange County (CAPOC)	1, 2, 10	Eligible: 1, 2, 3, 4, 5, 6, 7, 8		FT, T, B, P, O
Job Corps	Long Beach Job Corps	2	1, 3, 7		FT, PT,T, B, P, O
Native American Programs (Section 166)	Southern California Indian Center	Eligible Federal state recognized Tribes: 2, 4, 10	Eligible Federal state recognized Tribes: 1, 7		FT, O, P, B,T
Housing & Urban Development	Anaheim Housing Authority	2, 3, 4, 8, 10, 15			FT, PT, B, P, O

**CAREER SERVICES:** Basic Career Services (BCS) include self-help service services requiring minimal staff assistance and Individualized Career Services (ICS) requiring more staff involvement generally provided to individuals unable to find employment through basic career services, and deemed to be in need of more concentrated services to obtain employment; or who are employed but deemed to be in need of more concentrated services to obtain or retain employment that allows for self-sufficiency.

### **Basic Career Services**

- 1. Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency or program to decide if the individual qualifies for participation.
- 2. Outreach, Intake and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the Anaheim Workforce Connection, or its partner agencies.
- 3. Initial Assessment:** For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.
- 4. Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, referrals to job openings, placement services, job search workshops, vocational exploration, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment. Career Counseling is a facilitated exploration of occupational and industrial information.
- 5. Employment statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources and careers; (LMI)
- 6. Eligible Provider performance and program Cost Information:** Collect and provide information on:
  - A. Eligible training service providers (described in WIOA Section 122)
  - B. Eligible youth activity providers (described in WIOA Section 123)



- C. Eligible adult education providers (described in WIOA Title II).
  - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 2301).
  - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes.
  8. **Supportive Services' Information:** Collect and provide information on services such as transportation, child care, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in employment and training activities.
  9. **Unemployment Compensation:** Provide information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be filed on-line or via telephone available in the Anaheim Workforce Connection.
  10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and on financial aid assistance for training and education programs that are available in the local area.
  11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment.

#### **Individualized Career Services**

12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels and service needs that may include:
  - A. Diagnostic Testing and use of other assessment tools; and
  - B. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
13. **Individual Employment Plan Development:** Working with individuals to identify their employment goals, the appropriate achievement objectives, and the appropriate combination of services that will help the individual achieve those goals.
14. **Group Counseling**

**15. Individual Counseling and Career Planning**

**16. Case Management:** For participants who receive training services under WIOA Section 134(d)(4).

**17. Short-Term Prevocational Services:** Can include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

**Training Services:** Services offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, or otherwise enhance their employability through learning and education. Types of training services include:

- 1. Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.
- 2. On-the-Job Training (OJT):** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages.
- 3. Workplace and cooperative education:** Programs that combine workplace training with related instruction which may include cooperative education programs
- 4. Training programs operated by the private sector**
- 5. Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential.
- 6. Entrepreneurial training**
- 7. Job-readiness training**

8. **Adult Education and Literacy programs:** Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-on-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job,
9. **Customized training:** Training that is designed to meet the special requirements of an employer or group of employers and that is conducted with a commitment by the employer to employ an individual upon successful completion of the training and for which the employer pays for a portion of the cost of training.

**Employer Services:** Anaheim Workforce Connection services offered to employers include:

1. **Employer needs assessment:** Evaluation of employer needs, particularly future hiring and talent needs.
2. **Job posting:** Receiving and filling of job openings; searching resumes; providing access to a diverse labor pool.
3. **Applicant pre-screening:** Assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer requirements.
4. **Recruitment assistance:** Raising awareness of employers and job openings and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting of employer announcements, provision of job applications, and hosting job fairs and mass recruitment.
5. **Training assistance:** Providing training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions.
6. **Labor Market Information:** Access to information on labor market trends, statistics, and other data related to the economy, wages, industries, etc.
7. **Employer information and referral:** Provision of information on topics of interest to employers such as services available in the community, local training providers, federal laws and requirements, tax information, apprenticeship programs, human resource practices, alien labor certification, incentive programs such as WOTC or the federal bonding program, etc.
8. **Rapid Response and Layoff Aversion:** Provision of services to prevent downsizing or closure, or to assist during layoff events. Strategies may include incumbent worker training to avert lay-offs, financing options, employee ownership options, placement assistance, worker assessments, establishment of transition centers, labor-management committees, peer counseling, etc.

**Service Delivery Codes: How will your agency provide the services indicated?**

<b>Code</b>	<b>Method Description</b>
<b>FT</b>	On-Site Staff Full Time
<b>PT</b>	On-Site Staff Part Time
<b>T</b>	Access Via Telephone
<b>A</b>	Access Via Automated System
<b>B</b>	Brochure/Handout
<b>P</b>	Posting at One-Stop Center
<b>O</b>	Other
<b>NA</b>	Not Applicable

**Attachment 3**  
**INFRASTRUCTURE FUNDING AGREEMENT**  
**Social Services Agency (SSA)**

**Per Cubicle**

	<b><u>Per Month</u></b>	<b><u>Per Year</u></b>
Building & Facility Rental-City	267.43	3,209.16
Debt Service & Replacement Reserve	417.39	5,008.68
Computer Network and Hard Wire-Cables	65.09	781.08
PC Support, Helpdesk, Network Security	317.06	3,804.72
Liability Insurance	0	0
Parking Space/Fee	75.00	900.00
Phone Line	25	300
Subtotal Budget for Fixed Costs/IGS	1,166.97	14,003.61
20% Administration and Overhead Costs	<u>233.39</u>	<u>2,800.68</u>
Monthly Standard Lease	\$1,400.36	\$16,804.32

20% Administration and Indirect Overhead  
Includes:  
Accounting & Billing  
Custodial and Janitorial  
Security  
Utilities  
Shredding Bins

**Infrastructure costs include an annual adjusted Consumer Price Index (CPI)**  
**Invoice to be bill on monthly basis (due on the 15<sup>th</sup> of each month)**

LICENSE AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM"

A  
N  
D

COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, ANAHEIM owns a certain real property located at 201 S. Anaheim Boulevard, Suite 203 in the City of Anaheim ("Suite 203"); and

WHEREAS, COUNTY desires to operate a California Work Opportunity and Responsibility to Kids Act ("CalWORKS") program in a portion of Suite 203 consisting of the area shown outlined in red and depicted in "Exhibit A", which is incorporated herein by this reference (the "Premises"); and

WHEREAS, ANAHEIM is willing to allow COUNTY to use the Premises for said CalWORKS program under the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. LICENSE

A. ANAHEIM hereby grants to COUNTY a nonexclusive license to use the Premises for the purpose of operating a CalWORKS program (the "Program"), and for no other purpose. COUNTY shall have sole use of a designated storage area for its supplies and equipment such as computer(s), modems, etc.

B. ANAHEIM reserves to itself sole and complete authority to schedule and assign activity space and office space on the Premises and to assign keys to the Premises and authorize their duplication.

C. ANAHEIM reserves to itself sole authority to establish policies and procedures governing use of the Premises.

D. ANAHEIM shall have sole authority to approve all modifications, renovations, or construction to the Premises. No equipment or furnishings shall be added without ANAHEIM's prior approval.

E. COUNTY shall not have any right or interest in the Premises, but hereby acquires only the permission to use the Premises for the purposes herein specified.

F. The parties hereto agree that the COUNTY shall be authorized to use the Premises for the purposes set forth herein at no cost. The parties agree that the benefit will accrue to the citizens of ANAHEIM through the services offered through the Program is commensurate with the value of COUNTY for the use of the Premises.

2. TERM

This License shall commence the first day following the date of execution by ANAHEIM and shall continue for a period of five (5) years, unless terminated sooner pursuant to Sections 19 and/or 20 below.

3. OBLIGATIONS OF COUNTY

A. COUNTY shall be solely responsible for the complete operation of its program on the Premises and shall be solely responsible for all services offered or rendered and for the conduct of all its employees and all other persons under COUNTY's supervision or control while on the Premises.

B. COUNTY shall observe and carry out any and all policies and procedures promulgated by ANAHEIM.

C. One set of keys to the assigned space will be assigned to COUNTY. COUNTY shall safeguard all keys assigned to it, shall permit the keys to be used only by responsible persons employed by COUNTY and shall not allow any assigned key to be duplicated without first obtaining the express, written authorization of ANAHEIM.

D. COUNTY shall coordinate its program with ANAHEIM to avoid conflict with other programs that may be in operation at the same time that COUNTY is using the Premises. COUNTY shall propose in writing any additional programs they wish to coordinate and facilitate outside of the licensed premises.

E. With the prior, written approval of ANAHEIM, COUNTY may install, at its own cost and expense, telephone lines and dedicated electrical lines to accommodate its equipment on the Premises. COUNTY shall be solely responsible for all costs of installation, repair and operation of telephones, equipment and furnishings associated with the COUNTY's use of the Premises.

F. COUNTY shall obtain, in writing, the approval of ANAHEIM before undertaking any modifications in the operation of COUNTY's program which may affect allocation of space, operating hours, or the program's relationship with other programs operating on the Premises.

G. COUNTY shall be responsible for set-up and clean-up of all equipment, furnishings, materials and supplies used in the operation of its program.

H. COUNTY shall provide for the routine cleaning of tabletops, counters, chairs, kitchen equipment and utensils and for sweeping floors and picking up of debris required as a result of COUNTY's use of the Premises. ANAHEIM shall provide routine custodial services to the Premise, to include the disposal of trash receptacles.

I. With the prior, written approval of ANAHEIM, COUNTY may make improvements and changes in the Premises including, but not limited to, the installation of fixtures, partitions, counters, shelving, computer equipment and cabling, and other equipment if deemed necessary by ANAHEIM. It is agreed that any such fixtures, partitions, counters, shelving, computer equipment and cabling, and other equipment attached to or placed upon the Premises by COUNTY shall be considered personal property of COUNTY, who shall have the right to remove same. COUNTY agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

#### 4. LEGAL RELATIONS AND RESPONSIBILITIES

A. Nature of Relationship. ANAHEIM and COUNTY understand and agree that the only relationship between them created by this License is that of Licensor and COUNTY, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between ANAHEIM and COUNTY.

B. Compliance with Laws. COUNTY shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of COUNTY under this License, or the possession or use of the Premises by COUNTY, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. COUNTY shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, ANAHEIM and its respective officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by COUNTY or any person or entity holding under COUNTY.

C. Assignment. The License granted hereby is personal to COUNTY and any assignment of said License by COUNTY, voluntarily or by operation of law, shall automatically terminate this License, unless COUNTY has obtained the prior written consent of ANAHEIM, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.



D. Acknowledgment of ANAHEIM's Title. COUNTY hereby acknowledges the title of ANAHEIM in and to the Premises, including the real property fixtures and improvements existing or erected thereon (if any) by Anaheim, and COUNTY hereby covenants and promises never to assail, contest or resist ANAHEIM's title to the Premises.

E. Liens. COUNTY shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. COUNTY further shall protect and indemnify ANAHEIM and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

F. Possessory Interest Taxation. A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, COUNTY shall be responsible for the payment of all property taxes levied on such interest, and that ANAHEIM shall have no responsibility therefor.

G. ANAHEIM's Reservations

i. ANAHEIM hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event COUNTY determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with COUNTY's possession or use of the Premises, COUNTY's only remedy shall be to terminate this License upon thirty (30) days written notice to ANAHEIM. COUNTY shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

ii. ANAHEIM hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and COUNTY shall release the same from the terms of this License and from any encumbrance which results from this License.

iii. ANAHEIM further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

H. Waiver of Claims. As a material part of the consideration to ANAHEIM under the License, COUNTY hereby waives any and all claims that it may have against ANAHEIM during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to COUNTY, COUNTY's Designees, or to third parties in or about the Premises, from any cause arising at any time.

I. Surrender of Possession. At the expiration or termination of this License, whether with or without cause, COUNTY shall promptly quit and surrender the Premises in a good state of repair.

J. Disposition of Abandoned Property. If COUNTY abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at ANAHEIM's option, be deemed to have been abandoned and transferred to ANAHEIM. ANAHEIM shall have the right to remove and dispose of any and all such property without liability therefor to COUNTY or to COUNTY's Designees, and ANAHEIM shall have no duty to account for such property. COUNTY agrees to reimburse ANAHEIM for any and all costs associated with ANAHEIM transferring or disposing of COUNTY's or COUNTY's Designees' personal property pursuant to this Section.

K. Premises "As-Is". COUNTY acknowledges that the Premises are being provided to COUNTY on an "as-is" basis, and COUNTY takes and occupies the Premises without reliance upon any representation by ANAHEIM, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for COUNTY's intended use or any other particular purpose of use, or any other promise, representation or inducement not expressly set forth in this License. All persons entering the Premises under this Agreement do so at their own risk.

L. No Representation or Warranty Concerning Premises. COUNTY acknowledges that neither ANAHEIM, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for COUNTY's intended use or any other purpose or use, or any other matter not expressly set forth in this License.

M. Disputes. In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, both parties shall bear their own costs, including attorney fees or legal costs.

N. Security Measures. COUNTY acknowledges that ANAHEIM makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and COUNTY further acknowledges that ANAHEIM shall have no obligation whatsoever to provide guard service or any other security measures. COUNTY expressly assumes all responsibility for the protection and security of the Premises, COUNTY, COUNTY's Designees and property within the Premises from any and all acts of any third party.

O. No Obligation to Third Parties. Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than ANAHEIM, the City and COUNTY.

P. Waiver. Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

Q. ANAHEIM's Liability on Termination. COUNTY hereby waives all damages or claims for damage that may be caused by any action of ANAHEIM in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and COUNTY waives and releases any claims, demands, causes of action, whether known or unknown, fixed or contingent, against the ANAHEIM, and its respective officers, employees, representatives, successors and assigns based upon, arising from, or relating to the termination of this License. This waiver and release shall include, without limitation, any and all claims in relation to the Premises or COUNTY or COUNTY's Designees for relocation assistance or benefits arising from the California Relocation Act (commencing with Section 7260 of the California Government Code), the Uniform Relocation Assistance and Real Premises Acquisition Public Act of 1970 (42 U.S.C. Sections 4601 et seq.), and any similar or analogous enactment or rule or regulation promulgated pursuant thereto. This paragraph shall be interpreted to give effect to the intent of the parties that COUNTY, who has had the opportunity to consult with legal counsel of its choosing, and has engaged in active negotiations as to all of the terms and provisions of this License, shall receive no relocation compensation, benefits, remuneration, advice, or assistance. By waiving and forever releasing claims both known and unknown, COUNTY expressly waives any rights under California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

COUNTY'S INITIALS

SM

## 5. MAINTENANCE

A. COUNTY shall, at COUNTY's expense, keep in good order, condition and repair, the entire Premises including, but not limited to all utilities, site furnishings and day-to-day maintenance. COUNTY shall also pay ANAHEIM for repairs necessitated by COUNTY or COUNTY's invitees' proven misuse of the Premises and/or the public property adjoining thereto, except for those repairs deemed to have been caused by ANAHEIM or its invitees. COUNTY shall repair all vandalism damage to the Premises and COUNTY buildings within five (5) days of occurrence of said damage.

B. COUNTY's Obligation to Maintain Premises. COUNTY expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of ANAHEIM and in compliance with all applicable laws.

C. COUNTY's Default of its Maintenance Duties. In the event that COUNTY fails, neglects or refuses to remove trash or debris deposited by COUNTY or COUNTY's Designees on the Premises or to maintain or make repairs or replacements as required by this

License, ANAHEIM shall notify COUNTY in writing of such failure or refusal. Should COUNTY fail or refuse to correct such default within ten (10) days of receipt of such written notice from ANAHEIM, ANAHEIM may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, shall be paid by COUNTY to ANAHEIM within ten (10) days of COUNTY's receipt of a statement of such costs from ANAHEIM. Any such maintenance, repair or replacement by or on behalf of ANAHEIM shall not be deemed to be a waiver of COUNTY's default under this License, and shall not in any way impair, prevent or restrict ANAHEIM from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 6. IMPROVEMENTS OR ALTERATIONS

A. COUNTY may make such improvements and changes to the assigned storage area as may be necessary for the smooth operation of its services; however COUNTY shall not alter the Premises in any manner without the prior written consent of ANAHEIM. COUNTY shall, before making any improvements or alterations, and at its own cost and expense, secure or cause to be secured any and all permits and approvals in writing from ANAHEIM which may be required.

B. COUNTY, at its cost, shall restore the Premises to the condition designated by ANAHEIM upon termination or expiration of the License Agreement.

C. In the event that COUNTY desires to make any alteration, improvement, addition or utility installation in or about the Premises, COUNTY shall present such request in writing to ANAHEIM, together with detailed plans of the proposed alteration or improvement; and COUNTY shall not commence such alteration or improvement unless and until ANAHEIM has granted approval thereto in writing.

D. In the event that ANAHEIM grants written approval to any requested alteration of or improvement to the Premises, such approval shall be deemed conditioned upon COUNTY acquiring all governmental licenses, approvals and permits required therefor, and such alteration or improvement shall be constructed in strict conformance with the plans approved therefor by ANAHEIM. Once approved by ANAHEIM, no changes or alterations shall be made to the plans without the prior written approval by ANAHEIM. Said approved plans shall automatically become attachments to this License and be incorporated herein.

E. In the event that ANAHEIM grants written approval to any requested alteration of or improvement to the Premises, COUNTY shall construct such alteration or improvement in strict conformance with such approval at COUNTY's sole cost and expense.

F. **Ownership of Improvements.** All improvements constructed or placed within the Premises by COUNTY, including but not limited to raised planters, landscaping, irrigation systems, electrical and other utilities shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Unless otherwise authorized by ANAHEIM, such improvements

shall be removed from the Premises at the expiration of this License and the Premises shall be restored to the condition that existed prior to the improvements being constructed at COUNTY's sole cost and expense.

G. **Modification of Alterations or Improvements.** In the event that COUNTY desires to modify or add to any alteration of or improvement to the Premises, COUNTY shall not commence any such modification or alteration without the prior written consent of the ANAHEIM's Executive Director.

H. **Mechanics Liens or Stop-Notices.** COUNTY shall at all times indemnify and save ANAHEIM harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, COUNTY shall either:

- (a) Record a valid Release of Lien, or
- (b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should COUNTY fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, this License shall be in default and shall be subject to immediate termination.

## 7. VACATION OF PREMISES

A. COUNTY shall peaceably vacate the Premises and every part thereof at the expiration of the term of this License Agreement, or upon the voluntary or other surrender of this License Agreement by COUNTY or mutual cancellation thereof. COUNTY shall surrender the Premises to ANAHEIM in the same condition as when received, unless otherwise authorized by ANAHEIM, ordinary wear and tear excepted. COUNTY at such time shall remove all equipment, temporary structures, and installations, except for fixtures, and repair any damage caused by the installation or removal of such items.

B. ANAHEIM shall be entitled, with prior notice to COUNTY at reasonable times, to go onto the Premises for the purpose of inspecting the Premises, or for the purpose of inspecting the performance by COUNTY of the terms and conditions of this License Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration, or repair thereof, as required or permitted by any law or ordinance or by ANAHEIM.

C. COUNTY expressly agrees that the Fire Marshal, or designee, of the City of Anaheim or the State of California shall at all times be entitled to go upon the Premises for the purpose of inspecting same to ensure compliance with all applicable ordinances, rules, regulations and provisions of the City of Anaheim relating to fire protection and safety.

8. ASSIGNMENT

COUNTY shall not assign, encumber, or hypothecate its interest in this License Agreement, or in the Premises, and shall not subject the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents, employees, and members of COUNTY excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of ANAHEIM; and a consent to one assignment, encumbrance, hypothecation, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, encumbrance, hypothecation, occupation, or use by another person. Any such assignment, encumbrance, hypothecation, occupancy or use without such consent shall be void and unlawful and shall, at ANAHEIM's option, terminate this License Agreement. This License Agreement shall not, nor shall any interest therein, be assignable, as to the interest of COUNTY by operation of law, without the written consent of ANAHEIM.

9. LOSS OR DAMAGE

COUNTY shall be legally responsible for all loss or damage to the Premises or to ANAHEIM's equipment or other personal property caused or contributed to by COUNTY or its employees, agents, volunteers, invitees or clients and shall fully compensate and indemnify ANAHEIM for any and all such loss or damage.

10. INDEMNIFICATION

COUNTY agrees to indemnify, defend (at ANAHEIM'S' option), and hold harmless ANAHEIM, its officials, officers, and employees (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with COUNTY's use and/or occupancy of the Premises, or arising out of any act or omission of COUNTY or any of COUNTY's employees, agents, contractors, or representatives; excepting that portion of such claims, demands, defense costs, liability, expense, or damages arising out of the negligence of one or more of the INDEMNIFIED PARTIES.

11. INSURANCE

Without limiting ANAHEIM's right to indemnification, it is agreed that COUNTY shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than \$1,000,000 per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis, without a self-insured retention, but may include a deductible of not more than \$10,000 per occurrence, provided that such deductible is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

"This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days' notice."

Each insurance policy required by this Agreement, except the policy for Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by COUNTY pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

"The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insured as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim."

Prior to commencing any work under this Agreement, COUNTY shall deliver to ANAHEIM insurance certificates confirming compliance with the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. In the alternative, ANAHEIM will accept a letter of Self-Insurance from the COUNTY that represents the COUNTY'S current risk financing program meets and complies with the material terms of Insurance herein above.

If insurance certificates are provided, within thirty (30) days of the execution date of this Agreement, COUNTY shall provide ANAHEIM (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best's rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it

may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that COUNTY shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

ANAHEIM's Risk Manager is hereby authorized to amend the requirements set forth herein in the event he determines that such reduction is in ANAHEIM's best interest.

## 12. USES PROHIBITED

A. COUNTY agrees that no improvements shall be erected, placed upon, operated, or maintained within the Premises without prior consent of the ANAHEIM, nor shall any activity be conducted or carried on in violation of any regulation, order of law, statute, bylaw, or ordinance of any governmental agency having jurisdiction or the regulation of the Department of Community Services. COUNTY shall abide by the hours of operation of the Anaheim Center for the Developmentally Disabled.

B. COUNTY shall not use or permit the Premises or any part thereof, to be used by any purpose or purposes that will cause a cancellation of any insurance policy covering the buildings located on the site, or any part thereof, nor shall COUNTY sell or permit to be kept, used, or sold, in or about the property and article prohibited by the standard form of fire insurance policies. COUNTY shall, at its sole cost, comply with all requirements pertaining to the property, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the property.

## 13. WASTE AND NUISANCE PROHIBITED

A. COUNTY agrees (i) not to use, or suffer or permit the Premises or any part thereof to be used in any manner that will constitute a nuisance or an unreasonable annoyance to the owners or occupants of the Premises or property adjacent to the Premises, or for any extra-hazardous purposes; and, (ii) not to conduct or carry on any activity in violation of any regulation, order of law, statute, bylaw, or ordinance of any governmental agency having jurisdiction or the regulation of ANAHEIM. The Premises and every part thereof shall be kept by COUNTY in a clean, sanitary and wholesome condition, free from any objectionable noises, odors or nuisances, public or private.

B. COUNTY shall, to the reasonable satisfaction of ANAHEIM, keep and maintain the Premises and improvements of any kind which may exist or be placed thereon in good condition and repair. It shall be COUNTY's responsibility, at COUNTY's sole cost and expense, to take all steps necessary to maintain such a standard of condition and repair equal to or better than the standard of condition and repair that exists on such Premises.

C. COUNTY, expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of ANAHEIM and in compliance with all applicable laws. COUNTY further agrees to provide approved containers for trash and



garbage and to keep the Premises free and clear of rubbish, litter, and debris. ANAHEIM shall have the right to enter upon and inspect the Premises at any time for cleanliness and safety, and compliance with all applicable laws and regulations.

14. O.S.H.A & A.D.A.

COUNTY covenants at all times during the Term of this License Agreement to comply, to the best of its ability with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq. and the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. and any analogous legislation in California (collectively the "Acts"), to the extent that the Acts apply to the Premises and any activities thereon.

15. PARTIES' REPRESENTATIVES.

A. COUNTY shall designate in writing to ANAHEIM on-site representatives who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order.

B. The Director of Community and Economic Development or his or her representative shall represent the ANAHEIM in all matters so assigned under this License Agreement and shall be responsible for the administration of this License Agreement. Nothing contained in this Section shall be construed to authorize the Director of Community and Economic Development, or his or her representative, to amend, cancel, waive, or otherwise modify any terms of this License Agreement, except to the extent such changes or modifications are expressly authorized by this License Agreement.

16. ASSIGNMENT, SUBLETTING AND RENTAL

A. ANAHEIM's Consent Required. COUNTY shall not, directly or indirectly, nor by operation of law, assign this License Agreement, or any interest herein, and shall not sublet or rent the Premises or any part thereof, nor permit any other person or entity (the agents, servants and invitees of COUNTY excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of ANAHEIM's Representative, which consent shall be granted or withheld in the sole discretion of ANAHEIM's Representative. Any assignment, subletting or rental without the prior written consent of ANAHEIM's Representative shall be voidable at the election of ANAHEIM's Representative, which election can be made at any time until six (6) months after ANAHEIM is given written notice thereof. The consent of ANAHEIM's Representative to any assignment, subletting or rental shall not relieve COUNTY from each and all of COUNTY's obligations hereunder, and COUNTY shall continue to remain jointly and severally liable hereunder with such assignee, sub tenant or renter.

17. ANAHEIM'S ACCESS

ANAHEIM and ANAHEIM's agents shall have the right to enter the Premises and make any repairs or restoration as may be needed to maintain the Premises in the condition required under this License Agreement or to restore the Premises after any damage to or destruction of the Premises.

18. PARTIES' RESPONSIBILITIES UNDER THE LICENSE

ANAHEIM shall pay for all water, light, power, rubbish removal and other utilities supplied to the Premises and used by COUNTY.

19. DEFAULTS AND REMEDIES

A. Default by COUNTY

Default by COUNTY shall exist due to the failure by COUNTY to comply with any term, covenant or condition of this License Agreement and failure to remedy the same within thirty (30) days after written notice from ANAHEIM's Representative specifying the nature of such default, unless such default, by its nature cannot be cured within thirty (30) days, in which case, COUNTY shall not be deemed in default so long as COUNTY commences such remedy within thirty (30) days of such written notice and diligently prosecutes the same to completion. In no event shall the period of such cure exceed sixty (60) days. If at the end of sixty (60) days, LESSOR has failed to cure the breach, ANAHEIM, in its sole discretion, may proceed immediately to terminate this License Agreement or take such other action as is available at law or in equity.

B. ANAHEIM'S REMEDIES. In the event of any such default or breach by COUNTY, ANAHEIM may at any time thereafter, with or without notice of demand and without limiting ANAHEIM in the exercise of any right or remedy which ANAHEIM may have by reason of such default or breach:

1. Terminate COUNTY's License by any lawful means, in which case COUNTY shall immediately surrender possession of the Premises to ANAHEIM. In such event ANAHEIM shall be entitled to recover from COUNTY all damages incurred by ANAHEIM by reason of COUNTY's default, including, but not limited to, the cost of recovering possession of the Premises and reasonable attorneys' fees.

2. Pursue any other remedy now or hereafter available to ANAHEIM under the laws of judicial decisions of the State of California.

20. TERMINATION

A. Termination Without Cause. Either party may terminate this License Agreement at any time by giving prior written notice to the other party at least thirty (30) days prior to the effective date of termination.

B. Termination With Cause.

1. If COUNTY should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, ANAHEIM may terminate this License Agreement.

2. If COUNTY should disregard any applicable laws and ordinances or be in violation or breach of any provision of this License Agreement, ANAHEIM may terminate this License Agreement and COUNTY's License hereunder.

3. Prior to termination of this License Agreement for cause, ANAHEIM shall give COUNTY thirty (30) calendar days written notice. Upon receipt of such termination notice, COUNTY shall be allowed thirty (30) calendar days to cure such breach or deficiencies to the satisfaction of ANAHEIM. If COUNTY, after receiving written notice of default, fails to fulfill its obligations under this License Agreement within thirty (30) days following receipt of such notice, ANAHEIM may terminate this License Agreement upon giving at least five (5) days' prior written notice to the COUNTY.

4. Provisions of this License Agreement pertaining to loss, damage and indemnification shall survive termination of this License Agreement.

## 21. EQUAL OPPORTUNITY – NONDISCRIMINATION

A. COUNTY shall comply with Title VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940(c), (h), (l), (i), and (j); and other applicable federal and state laws, as well as their implementing regulations, and any other law pertaining to Equal Employment Opportunity Affirmative Action and Discrimination as each may now exist or be hereafter amended. COUNTY shall not discriminate against any employee, or applicant for employment and shall not withhold any services, benefits or facilities to any participant on the basis of an ethnic group identification, race, color, national origin or ancestry, religion, age, sex, marital status, political belief, religious creed, physical disability, mental disability, sexual orientation or medical condition.

## 22. POLITICAL ACTIVITY

COUNTY agrees that the Premises shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

## 23. COMPLIANCE WITH LAWS

In the performance of this License Agreement, COUNTY shall abide by and conform to any and all applicable laws of the United States, the State of California and the City Charter and Ordinances of ANAHEIM, including, but not limited to Public Resources Code Section 5164, as such may be applicable to COUNTY use of the Premises.

## 24. ENTIRE AGREEMENT

This License Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between

the parties as to the subject matter of this License Agreement. No additions to, or alterations of, the terms of this License Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this License Agreement which is formally approved and executed by both parties.

25. LICENSES AND STANDARDS

COUNTY warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, City of Anaheim, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this License Agreement. Further, COUNTY warrants that its employees shall conduct themselves in compliance with such laws and licensing requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

26. INDEPENDENT CONTRACTOR

A. Neither ANAHEIM nor any of its employees shall have any control over the manner, mode or means by which COUNTY, its agents or employees, perform the services required herein, except as otherwise set forth herein. Except as expressly provided herein, ANAHEIM shall have no voice in the selection, discharge, supervision or control of COUNTY's employees, representatives or agents, or in fixing their number, compensation or hours of service. COUNTY shall perform all services required herein as an independent contractor of ANAHEIM and shall remain at all times as to ANAHEIM a wholly independent contractor with only such obligations as are consistent with that role. COUNTY shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of ANAHEIM. ANAHEIM shall not in any way or for any purpose become or be deemed to be a partner of COUNTY in its business or otherwise or a joint venture or a member of any joint enterprise with COUNTY.

B. In consideration of the value of the COUNTY granted herein, COUNTY agrees that ANAHEIM shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits for employees, Agents, Representatives, Instructors or contractors of COUNTY and COUNTY agrees that it shall not sue or file a claim, petition or application therefor against ANAHEIM or any of its officers, employees, agents, representatives or sureties.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

28. NO THIRD-PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

29. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

ANAHEIM

City of Anaheim  
Attention: Acting City Clerk  
200 S. Anaheim Boulevard  
Anaheim, CA 92805

COUNTY

County of Orange  
Social Service Agency  
500 N. State College  
Orange, CA 92686  
Attn: Chief Deputy Director

City of Anaheim  
Attention: Chris Hoang  
Department of Community and Economic  
Development  
201 S. Anaheim Boulevard, Ste. 1001  
Anaheim, CA 92805

WITH A COPY TO

County of Orange  
County Executive Officer  
333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701  
Attn: Chief Real Estate Officer

Either party may, by notice to the other party, change the address specified above. Service of notice or communication shall be complete when received at the designated address.

30. EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event COUNTY fails to set forth a date of execution opposite the name(s) of COUNTY's signator(s), COUNTY hereby authorizes ANAHEIM, by and through its representative, to insert the date of execution by COUNTY's signator(s) as the date said Agreement, as executed by COUNTY, is received by ANAHEIM.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Date of Execution

CITY OF ANAHEIM  
a municipal corporation and charter City of Anaheim

By: \_\_\_\_\_

John E. Woodhead IV, Director  
Community and Economic Development  
Department

ATTEST:

By: \_\_\_\_\_

City Clerk

"ANAHEIM"

Date of Execution

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: \_\_\_\_\_

*Michael H. Hendrix* 6/5/18  
Deputy

Date of Execution

SOCIAL SERVICES AGENCY

By: \_\_\_\_\_

*Carol Wiseman*  
Carol Wiseman, Chief Deputy Director

Date of Execution

CEO/REAL ESTATE SERVICES

By: \_\_\_\_\_

*Steve Miller*  
Steve Miller  
Manager

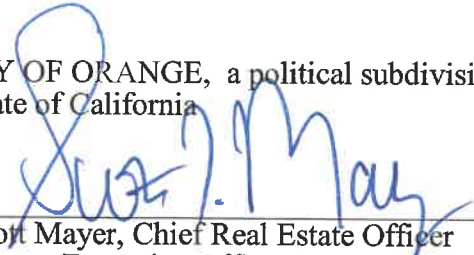
6/6/18

Date of Execution

\_\_\_\_\_

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

By: \_\_\_\_\_


  
Scott Mayer, Chief Real Estate Officer  
County Executive Officer Per Ordinance  
No. 15-009, of the Board of Supervisors and  
Minute Order dated June 9, 2015

"COUNTY"

APPROVED AS TO FORM:

ROBERT FABELA, CITY ATTORNEY

By: \_\_\_\_\_

  
Leonie H. Mulvihill  
Deputy City Attorney IV

Dated: \_\_\_\_\_

7/10/18

127907v1/LHM



Anaheim, CA 92805