

RESOLUTION NUMBER R- 294028

ADOPTED ON OCT 23 2000

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a revised Joint Powers Agreement between the County of San Diego and the City of San Diego establishing the San Diego Consortium, under the terms and conditions set forth in the agreement as Attachment 1, on file in the office of the City Clerk as Document No. RR- 294028-1

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute a revised Memorandum of Understanding between the City and the San Diego Workforce Partnership, the nonprofit entity designated to operate the San Diego Consortium, under the terms and conditions set forth in the agreement as Attachment 2, on file in the office of the City Clerk as Document No. RR- 294028-2

APPROVED: CASEY GWINN, City Attorney

By Lisa A. Foster

Lisa A. Foster
Deputy City Attorney

LA:jrl
10/11/2000
Or.Dept:Econ.Dev.&Comm.Srvs.
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**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTY OF SAN DIEGO
AND THE CITY OF SAN DIEGO
CONTINUING THE SAN DIEGO CONSORTIUM**

THIS AGREEMENT is hereby made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "CITY," and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, herein called "COUNTY."

RECITALS

A. City and County are each empowered, pursuant to California Government Code section 53703, to do all acts necessary to participate in programs whereby federal funds are granted to City or County or any of its residents for purposes of health education, welfare, public works, or community improvements, including, without limitation thereto, contracting and cooperating with the federal government, the state and its agencies, other local public agencies and private persons and corporations, and may make any expenditure of City or County funds pursuant to law required for such participation.

B. City and County are each empowered, pursuant to California Government Code sections 6500, et seq., to jointly exercise any common power to both jointly by agreement.

C. City and County have previously exercised their powers jointly to form the San Diego Consortium in connection with the formation of a single regional labor market service delivery area under the federal Job Training Partnership Act (Public Law 97-300) and the State Family Economic Security Act (chapter 1329 of the Statutes of 1982, as amended).

D. As of July 1, 2000, the federal government has replaced the JTPA with the Workforce Investment Act of 1998, hereafter called "WIA," to provide workforce investment activities that increase the employment, retention and earnings of participants, and increase occupational skill attainment by participants.

E. The State of California has enacted or will enact provisions relating to the State administration of WIA.

F. City and County agree that a local consortium should be continued to provide or provide for regional employment and training services that shall include the development and creation of job opportunities and the training, education, and other services needed to enable individuals to secure and retain employment at their maximum capacity (including development of necessary comprehensive planning systems to promote effective coordination of all programs under its jurisdiction.)

G. The former Service Delivery Area of the San Diego Consortium under the JTPA will/has been designated by the Governor of the State of California as a local workforce investment area under WIA.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and County agree as follows:

1. **PURPOSE.** This agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with section 6500), herein called "Code" relating to the joint exercise of powers common to public agencies, in this case being the City and County. City and County each possess the powers referred to in the recitals hereof. The purpose of this agreement is to exercise those powers jointly and to continue a joint exercise of powers consortium to carry out or provide for carrying out the responsibilities and obligations as set forth in this agreement for the operation of the San Diego Consortium programs in the region, comprising the entirety of San Diego County. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The objects of this agreement are to exercise such powers for the purpose of:

- (a) Providing for the development and creation of job opportunities, training, education and other services needed to enable individuals to secure and retain employment to their maximum capacity.
- (b) Providing for a regional comprehensive system of planning and administration to promote effective and efficient use of regional employment and training resources.
- (c) Fostering a partnership between the public and private sector for the purpose of providing services which are responsive to employers' needs and which provide for economic development.

2. TERM. This agreement shall become effective upon the later of July 1, 2000, or execution by the parties hereto. This agreement shall remain in effect until either party provides at least ninety (90) days written notice to the other party of its intention to terminate this agreement or by mutual agreement of the parties thereto, provided such termination shall not occur during the term of any grant or contract with the Department of Labor or the State of California executed by, or on behalf of, the Consortium pursuant to the provisions of WIA.

3. CONTINUATION OF CONSORTIUM. Pursuant to section 6507 of the Code, in 1974 there was created, and by this agreement is hereby continued, a public entity known as the "San Diego Consortium," herein called "Consortium" and said Consortium shall be a public entity separate and apart from City and County.

4. POLICY BOARD. Consortium shall be governed by a five (5) member board to be known as the San Diego Consortium Policy Board, herein called "Policy Board." Each member shall serve in his/her individual capacity as a member of the Policy Board. All members of Policy Board shall be residents of the County of San Diego. The membership of Policy Board shall be as follows:

(a) A designated member of the San Diego City Council and a designated member of the Board of Supervisors of County of San Diego shall alternate as Chairperson and Vice-Chairperson of the Board. The City Council of the City of San Diego, and the Board of Supervisors of the County of San Diego shall appoint, respectively, one other member of their Council or Board of Supervisors to serve as an alternate member in the absence of the designated member of the City Council or the Board of Supervisors. The designated member of the Board of Supervisors shall serve as Chairperson during even numbered calendar years. The representative of the City of San Diego shall serve as Chairperson during odd numbered calendar years. Term of office shall be for the calendar year.

(b) One additional member and one alternate member shall be appointed from both the City Council of the City of San Diego, and the Board of Supervisors of the County of San Diego, to serve as members of the Policy Board.

(c) A member and alternate member of the Policy Board shall be appointed from the active membership of the Board of Directors of United Way of San Diego County. If United Way of San Diego County ceases to exist, the Policy Board may designate another local charitable organization as a replacement to United Way. The member and the alternate member shall serve for a period of two (2) years commencing on January 1 of years ending with an even number and ending on December 31 of the next year ending with an odd number.

(d) The alternate member shall vote only in the absence of the regular member.

(e) At meetings of the Policy Board, in the absence of the Chairperson, the Presiding Officer shall be designated among those present using the following order: (1) Vice-Chairperson, (2) Chairperson's Alternate, and (3) Vice-Chairperson's Alternate.

5. MEETINGS OF THE POLICY BOARD.

(a) Regular Meetings. Policy Board shall provide for holding regular meetings; provided, however, it shall hold at least one (1) regular meeting annually. The hour, date, and place of the holding of regular meetings shall be fixed by resolution of Policy Board and a copy of such resolution shall be filed with each party to this agreement.

(b) Ralph M. Brown Act. All meetings of Policy Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with section 54950 of the California Government Code).

(c) Quorum. A majority of Policy Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of at least a majority of the members available in the quorum shall be required for any other act of the Policy Board other than adjournment.

(d) Minutes. The Chairperson of Policy Board shall ensure that minutes be kept of all meetings of Policy Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Policy Board member and to each party to this agreement, and to all members of the San Diego Workforce Investment Board.

6. RULES OF THE POLICY BOARD. Policy Board may adopt, from time to time, bylaws, rules and regulations as may be required for the conduct of its meetings and the orderly operation of the organization; and copies and amendments thereto shall be filed with City and County.

7. RESPONSIBILITIES OF POLICY BOARD. Policy Board shall:

(a) Maintain within the San Diego area the Workforce Investment Board (hereinafter called "WIB") appointed in accordance with the provisions of WIA and state legislation. The Policy Board may select a local grant subrecipient as its local fiscal agent under WIA.

(b) Maintain an agreement with the WIB on the roles of the WIB and the Policy Board in the development and implementation of the local plan in compliance with the provisions of all the applicable laws and regulations promulgated pursuant to WIA and state legislation. Approve the local plan prior to its submission to the State of California.

(c) Cooperate with the WIB in carrying out the responsibilities described in the WIA and state legislation.

(d) Advise and inform the City Council of the City and the Board of Supervisors of County with respect to legislative change to WIA, and state legislation or other laws which would significantly impact the Consortium's ability to fulfill its purpose and recommend appropriate modifications to this Agreement. The Policy Board shall provide the City Council and the Board of Supervisors notice of amendments and recommendations for appropriate modifications to this agreement.

(e) Maintain and establish personnel and other policies for the administration of Consortium, as necessary.

8. OFFICERS AND EMPLOYEES OF CONSORTIUM.

(a) Executive Director. Consortium shall have an Executive Director who will report to the Policy Board. The Executive Director, as authorized by the Policy Board, shall have charge of, handle, and have access to, any property of the Consortium.

(b) Treasurer and Auditor. Consortium, by the resolution of the Policy Board, shall designate a Treasurer and an Auditor from among its officers or employees in accordance with section 6505.6 of the Government Code.

(c) Attorneys for Consortium shall be provided, one from the staff of the City Attorney's office of City and one from the staff of the County Counsel's office of County. The City Attorney shall appoint a deputy herein called "Attorney," who shall serve as ex-officio Attorney for Consortium, and County Counsel shall appoint a deputy, herein called "Attorney," who shall serve as an ex-officio Attorney for Consortium.

(d) Experts and Other Employees. Consortium may employ such other officers, employees, consultants, advisors, and independent contractors as it may determine necessary.

(e) None of the officers or employees mentioned in this section acting within the scope of the responsibilities of Consortium shall be deemed to be acting for or on behalf of City or County.

(f) The provisions of California Government Code section 6513 are incorporated into this agreement.

9. GENERAL POWERS OF CONSORTIUM.

A. The general powers of the Consortium are:

(a) To make and enter into contracts and agreements to carry out, or provide for carrying out, employment and training activities under WIA, and state legislation, and other grants and agreements the local workforce investment area may receive. Execution of grant agreements, contracts, or contract amendments thereto, shall be by signature of the Executive Director or otherwise as provided by the terms of any agreement between the WIB and the Policy Board.

(b) To employ agents and employees.

(c) To incur debts, liabilities or obligations.

(d) To sue and be sued in its own name.

B. Pursuant to California Government Code section 6509, the powers of Consortium shall be subject to those legal restrictions which City has upon the manner of exercising said power.

10. FUNDING.

(a) Consortium is empowered to make applications for and receive grants from governmental or private sources pursuant to applicable laws for employment and training purposes related to persons residing in the County.

(b) City and County may, but shall not be required to contribute money, office space, furnishings, equipment, supplies, or services as may be necessary.

(c) Consortium may receive gifts, donations, bequests and devises of all kinds and descriptions, and perform any and all legal acts in regard thereto as may be necessary or advisable to advance the objects and purpose of the Consortium, and to apply the principal and interest of such gifts, donations, bequests and devises as may be directed by the donor, or as the Policy Board of Consortium may determine in the absence of such direction.

11. FISCAL YEAR. The Policy Board shall establish, by resolution with notice to the parties to this agreement, the Fiscal Year of the Consortium.

12. PURCHASES. All purchases by Consortium shall as nearly as possible be made consistent with normal City purchasing procedures.

13. FUNDS, RECORDS, AND AUDIT.

(a) Consortium shall be strictly accountable for all funds.

(b) Policy Board shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions, including all receipts and disbursements. Accounting systems shall be established and maintained consistent with State law and rules and regulations of the State Controller, and

with the WIA. Said books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the parties to this agreement.

(c) The Consortium shall be the depository of the funds of Consortium and the Treasurer shall receive and have custody of Consortium funds pursuant to applicable federal accounting procedures. Funds shall be deposited in a federally insured bank.

(c) Policy Board shall assure that all funds administered by, or on behalf of, Consortium are annually audited in accordance with applicable State requirements and federal single audit rules.

14. CLAIMS. All claims against Consortium, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with section 910) of Part 3, Division 3.6, Title I of the California Government Code and in accordance with claims procedures approved by Auditor of Consortium, and established by Policy Board pursuant to Chapter 6 (commencing with section 935) of said Part 3 of the California Government Code.

15. INSURANCE – BONDS.

(a) Consortium shall at all times maintain, or cause the designated administrative entity to maintain with responsible insurers worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect Consortium and the parties to this agreement.

(b) Consortium shall cause such of its officers and employees to be bonded as required by Policy Board.

16. LIABILITY OF PARTIES. Pursuant to Government Code section 6508.1 of the Government Code, the parties to this agreement establish the following responsibility system for the Consortium. Consortium shall be responsible for its actions as a public entity separate from the parties to this agreement. To the extent that its actions generate any debt, liability, or obligation, it shall be the duty of Consortium and the administrative entity and local grant subrecipient to defend and indemnify and save harmless the City and County.

Pursuant to Government Code section 895, et seq., and only to the extent that law mandates any responsibility upon them for debt obligation or liability, the City and County agree that any such liability shall be shared equally between the parties. The equal sharing of liabilities shall be limited by the following factors: (1) In the event the liability arose out of a contract or agreement with one of the parties, the party with whom the agreement was written will bear the disallowed cost. (2) In the event that either the City or County has accumulated stand-in costs which can be utilized for setting off disallowed costs, those stand-in costs shall be fully utilized prior to any requirement for the payment of cash by either the City or County.

For the purposes of this agreement, "stand-in costs" are expenditures which are eligible under the grant but have not been charged to the grant or credited to the account of the agency under the grant.

17. DISPOSITION OF ASSETS. At the termination of this agreement, all property of Consortium, both real and personal, including all funds on hand, after payment of all liabilities, costs, expenses, and charges validly incurred under this agreement, shall be returned to the respective parties to this agreement as nearly as possible in proportion to the contributions, if any, made by each. Any equipment, furniture, or furnishings, which can be identified as having been contributed, shall be transferred to, and become the property of the party contributing such equipment, furniture or furnishings. For the purpose of this computation, the aggregate of all monies and property (excepting the fair value of all services rendered during the entire term) shall be deemed to constitute the contributions made by each.

18. NOTICES. Notices hereunder shall be sufficient if delivered to:

CITY City Clerk of City of San Diego
City Administration Building
202 "C" Street
San Diego, CA 92101

COUNTY Clerk of the Board of Supervisors
County Administration Center
1600 Pacific Highway
San Diego, CA 92101

CONSORTIUM Executive Director
San Diego Consortium
1551 Fourth Avenue, Suite 600
San Diego, CA 92101

19. SERVICES TO RESIDENTS. It shall be the goal that a minimum of 80% of all WIA funds that would have been allocated to each party of this agreement, were there no Consortium, be expended on residents of the parties' jurisdiction on a proportional basis based on demographic data and geographic service goals adopted by the Policy Board.

20. MISCELLANEOUS. The paragraph headings herein are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to. This agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

21. OPERATING MEMORANDA. To preserve a reasonable degree of flexibility, many parts of this agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which may further define the rights and obligations of the parties hereto.

22. SUCCESSORS. This agreement shall be binding upon and shall inure to the benefit of the successors to the parties.

23. PARTIAL INVALIDITY. If any one or more of the terms, provisions, promises, covenants, or conditions of this agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. _____ and by the County of San Diego, acting by and through the County Board of Supervisors, pursuant to Minute Order ____ authorizing such execution.

Dated this _____ day of _____, 1999.

THE CITY OF SAN DIEGO

THE COUNTY OF SAN DIEGO

By: _____

By: _____
Thomas J. Pastuszka
Clerk of the Board of Supervisors

I HEREBY APPROVE the form and legality of the foregoing agreement this _____ day of _____, 1999.

JOHN J. SANSONE, County Counsel
and Consortium Attorney

By: _____
Ralph E. Shadwell, Deputy

I HEREBY APPROVE the form and legality of the foregoing agreement this _____ day of _____, 1999.

CASEY GWINN, City Attorney
and Consortium Attorney

By: _____
Lisa A. Foster, Deputy

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE CITY OF SAN DIEGO
ECONOMIC DEVELOPMENT & COMMUNITY SERVICES DEPARTMENT

AND

THE SAN DIEGO WORKFORCE PARTNERSHIP

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the CITY OF SAN DIEGO ("City"), a California municipal corporation, operating through its Economic Development and Community Services Department ("ED&CS"), and the SAN DIEGO WORKFORCE PARTNERSHIP, INC. ("SDWP"), a non-profit public benefit corporation duly organized under the laws of the State of California.

WHEREAS, in 1974, the City and County of San Diego entered into a Joint Powers Agreement (JPA) which created the San Diego Regional Employment and Training Consortium to administer workforce training programs in the region; and

WHEREAS, in 1983, the federal Job Training Partnership Act (JTPA) was enacted, eliminating earlier programs and authorizing grant funding for workforce training. The JTPA law required creation of a Private Industry Council (PIC) with membership primarily composed of business representatives. To comply with this, the JPA was amended and the organization's name was changed to the San Diego Consortium & PIC ("Consortium"); and

WHEREAS, the Consortium provides for the region's workforce development needs and, since 1987, has provided such needs to employers through customized training, on-the-job training, the Enterprise Zone Employee Referral Service, and first source hiring agreements with businesses receiving City financial and other assistance; and

WHEREAS, the City of San Diego recognizes the San Diego Workforce Partnership as a key partner in the City's economic development efforts through its provision of workforce development programs; and

WHEREAS, in August, 1998, the federal Workforce Investment Act (WIA) was enacted, to become effective on July 1, 2000, superceding the JTPA. In anticipation of the changes required by WIA, the City and County of San Diego authorized amendments to the JPA, and such amendments were adopted by the Policy Board on November 19,

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1999. The amended JPA designated the San Diego Workforce Partnership (SDWP), a California nonprofit corporation, as the contract entity through which the JPA would be performed to provide, or provide for, regional employment and training services; and

WHEREAS, the working relationship between the City and the Consortium (now operating through the SDWP) has been defined through various memoranda of understanding that have been modified and updated as conditions required; and

WHEREAS, to reflect the changes in law and the JPA, it is necessary once again for the parties to modify and update their working relationship;

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, the City and the SDWP agree as follows:

Section I: Workforce Development Services

ED&CS shall coordinate with SDWP regarding the City's activities relating to business attraction, retention, and expansion; small business assistance; neighborhood and commercial redevelopment and revitalization; Enterprise Zones and any other state or federal incentive areas that may be designated; and business finance. ED&CS and SDWP shall ensure that, through this coordination, workforce development opportunities and workforce development services are successfully incorporated in the planning and implementation of these activities.

A. City Responsibilities

ED&CS, or an economic development organization otherwise working in partnership with the City through a contract, shall identify to SDWP those businesses related to ED&CS's above activities which may require workforce development services that may be provided through the One-Stop Career Center network or other services provided by SDWP, and, where appropriate, shall propose the execution of a "First Source Hiring Agreement" between the business and SDWP.

ED&CS shall make a good faith effort to obtain funding from all appropriate sources for products and services requested by SDWP to supplement WIA funding.

B. SDWP Responsibilities

SDWP shall meet promptly with each business identified by ED&CS and shall develop and implement a plan of workforce development assistance. The assistance may include, but is not limited to, direct employee recruitment, training, referral, placement, other employer services provided through the One-Stop Career Center network, or serving as broker of workforce development services through other providers, as appropriate to the specific business.

SDWP shall provide referrals to ED&CS staff for Enterprise Zone assistance, financial assistance, and/or other economic development assistance, as appropriate, when SDWP becomes aware of such need in the course of its own contacts with businesses.

C. Enterprise Zone Services

Because of the job development resources arising from State income tax credits available to businesses on the wages of new low income employees, SDWP shall provide workforce recruitment, training, referral, and placement services on behalf of the City to businesses located in the City's two designated Enterprise Zones, as follows:

- (1) SDWP shall establish and maintain one full time equivalent position ("FTE") on its staff to provide Enterprise Zone workforce development services. This FTE shall possess the appropriate experience and knowledge about both Enterprise Zone tax laws as they relate to workforce development, as well as a comprehensive knowledge of workforce development resources and providers in the San Diego region.
- (2) SDWP's Enterprise Zone FTE shall establish and maintain contacts and communications with businesses located in, or preparing to locate in, San Diego's two Enterprise Zones for the purpose of determining and fulfilling those businesses' needs for hiring qualifying employees.
- (3) For businesses in the Enterprise Zones which secure qualifying new employees through the One-Stop Career Center network or other existing services, SDWP shall provide to such businesses vouchers which verify that persons who obtained employment with these businesses are qualifying employees.
- (4) When SDWP or ED&CS identifies a business in an Enterprise Zone which requires workforce development assistance, SDWP shall contact the business promptly and prepare a plan of service, including, but not limited to:
 - a. Accepting job orders from Enterprise Zone businesses;
 - b. Circulating job orders to One-Stop Career Centers, EDD, and other job training agencies;
 - c. Registering businesses and posting job orders on the SanDiegoAtWork.com website;
 - d. Certification of "qualified" employees, as needed; and
 - e. Vouchering.
- (5) The annual Enterprise Zone job placement goal is 350 vouchered employees for the Metropolitan Enterprise Zone and 250 vouchered employees for the San Ysidro/Otay Mesa Enterprise Zone. This number may be adjusted on an annual basis as determined by circumstances through a letter agreement signed by the designated contract administrator of each organization. For the purposes of this

Memorandum of Understanding, "annual" means a Fiscal Year that runs from July 1 of any year through June 30 of the subsequent year.

D. Reporting

SDWP shall provide to ED&CS monthly reports regarding the status of its assistance provided to each business identified to it by ED&CS and regarding the issuance of Enterprise Zone vouchers.

E. Meetings

City and SDWP staff shall jointly attend and participate in such meetings and other events as are necessary to ensure an efficient provision of services between ED&CS and SDWP, including coordinating meetings held at least quarterly.

Section II: Community Service Centers

Workforce development services shall be provided in conjunction with the Community Service Centers as follows:

- (1) The City shall provide SDWP with shared office space at all Community Service Centers on an as-needed basis, subject to the availability of space.
- (2) SDWP shall coordinate and negotiate with each Community Service Center to establish customized services and information to each community served according to the needs of that community. Services may consist of, but are not limited to, providing workshops; maintaining office hours at the Centers; establishing electronic information links to SDWP's internet sites; and providing printed information, as available, on the Career Centers, job training opportunities, job fairs, and employment opportunities.
- (3) In communities that do not have established Community Service Centers or Neighborhood Service Centers, the City shall make available existing City facilities to SDWP to provide employment related services and information on an as-needed basis.

Section III: Workforce Planning and Research

ED&CS and SDWP will work collaboratively to analyze data, research, and other relevant information as part of ED&CS's strategies for business expansion, attraction, and retention activities. In addition, ED&CS and SDWP will incorporate what they learn from this analysis as part of their planning and evaluation, as follows:

- (1) The SDWP shall provide to ED&CS, at no cost, workforce-related information

available to it or maintained by it as part of its normal business operations or paid for by public funding sources, such as results of employee surveys, labor market information, wage rates, industry cluster studies, etc. Workforce-related information requested by ED&CS that falls outside that available to or maintained by SDWP as part of its normal business operations or paid for by public funding sources may be provided to ED&CS at a cost to be negotiated at the time the workforce-related information is requested.

- (2) ED&CS shall propose incorporating into the City's Economic Development Strategy, the City's annual legislative sponsorship, and other relevant City policy documents, language relative to supporting SDWP's workforce development efforts in the San Diego Service Delivery Area.

IV: General Provisions

- (1) The contract administrator for this MOU for ED&CS shall be the Economic Development and Community Services Department Director, and for the SDWP shall be the President and Chief Executive Officer.
- (2) Either party may terminate this MOU, without cause, upon thirty (30) days written notice to the other party.
- (3) This MOU does not create any agency or partnership relationship.
- (4) This MOU is not assignable by either party.
- (5) SDWP agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property. This provision relating to indemnification and holding City harmless includes claims made by SDWP's employees, contractors, agents, or officers, and includes judgments arising directly or indirectly out of obligations or services under this Agreement. Claims that arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of SDWP, its employees, contractors, agents, or officers are covered. Also covered are the claims or liabilities arising from, connected with, caused by, or claimed to be caused by the active or passive negligence acts or omissions of City, its agents, officers, or employees which may be in combination with the negligence of SDWP, its employees, contractors, agents, officers, or any third party. SDWP's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the established sole negligence or sole willful misconduct of ED&CS, its agents, officers or employees.

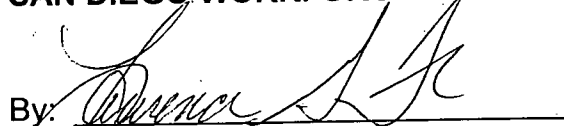
(6) This MOU is the sole and entire MOU between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter. Any modifications to this MOU must be in writing and signed by both parties.

IN WITNESS THEREOF, this Memorandum of Understanding is executed by ED&CS of San Diego, acting by and through its Economic Development Division Deputy Director, and the San Diego Workforce Partnership, acting by and through its President, on this _____ day of _____, 2000.

CITY OF SAN DIEGO

By: _____
Hank Cunningham
Director, Economic Development and Community Services Department

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

By: 
Lawrence G. Fitch
President and Chief Executive Officer

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this _____ day of _____, 2000.

CASEY GWINN, City Attorney

By: _____
LISA FOSTER
Deputy City Attorney

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