

PHASE II
Third Amendment to
MEMORANDUM OF UNDERSTANDING

Between the
Verdugo Workforce Development Board and Local
Partners

2020

Phase II
Memorandum of Understanding

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1. PROCESS AND DEVELOPMENT

This “Phase II Third Amendment to Memorandum of Understanding Between VWDB and Local Partners” (this “Phase II MOU”) amends that certain “Phase I Memorandum of Understanding Establishing the Local One-Stop Delivery System and Local Partnership for the America’s Job Centers of California of the Verdugo Local Area” executed September 1, 2017, as restated and amended (the “Phase I MOU”).

1.1 Phase II Process and Development General Information	
Local Workforce Development Area:	Verdugo
Date Submitted By:	Friday, September 1, 2017 Updated IFA submitted June 30, 2019 Annual Update submitted September 30, 2020
Attachment:	Signed Phase I MOU
Term:	July 1, 2020 to June 30, 2023; however colocated AJCC partners may agree to review and revise the IFA on a yearly basis.
1.2 Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.	
CEOs:	Vrej Agajanian, Mayor City of Glendale
Local Boards:	Ara Aslanian Verdugo Workforce Development Board
AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):	Employment Development Department (Wagner-Peyser), Glendale Youth Alliance (Title I-Youth), Department of Rehabilitation (Title IV) and California Adult Education Program/Glendale Community College
AJCC Partners Participating in the Shared Other System Costs Agreement, once Shared Benefits have been determined	<ul style="list-style-type: none"> • City of Burbank, Burbank Workforce Connection • State of California, Employment Development Department - Unemployment Insurance • Glendale Community College District • Verdugo Jobs Center • Burbank Unified School District, Burbank Adult School • Glendale Youth Alliance, Inc. • State of California, Department of Rehabilitation • Los Angeles County, Workforce Development, Aging and Community Services • Management and Training Corporation, Job Corps Services • Friends Outside in Los Angeles County • Los Angeles County, Department of Public Social Services • California Adult Education Program (CAEP) / Glendale Community College (GCC) • United American Indian Involvement

1.3 Decision Making by Consensus

A. Steps Taken for Partners to Reach Consensus on State Infrastructure Funding Mechanism

The Verdugo Jobs Center (“VJC”), a proud member of the America’s Job Centers of California (“AJCC”), consists of local partners (each a “Partner” and collectively “Partners”) dedicated to providing exceptional

services to youth, job seekers, and local business. This unwavering commitment to service, has been and will continue to be the foundation for decision-making across the Verdugo Workforce Development System.

In alignment with the General Decision Making by Consensus Process (Section 1.3B), an all-partner meeting was held on April 25, 2017. The VWDB Executive Director presented an outline of all infrastructure costs that are currently incurred to operate the VJC. In addition, she presented two scenarios for cost-sharing: 1) costs associated with each partner paying an equal amount; and 2) a prorated cost based on co-location and usage of the VJC. Based on scenario 2, for example, a partner that is co-located would be responsible for a greater share of cost than a partner that is not co-located.

All partners present participated in the review of infrastructure cost and discussion. The Executive Director was able to respond to all questions posed by the partners. Following the discussion, the partners selected scenario 2, prorated share of cost method. All partners expressed understanding that their share of cost may change in the future, once the system benefit is determined for non-collocated partners. The benefits cost evaluation method will be reevaluated, presented to the Partners again in an all-partner meeting, and the General Decision Making process (Section 1.3B) will be followed to ensure consensus is reached.

B. General Decision Making by Consensus

1. **Meetings:** The VJC Partners will meet, at a minimum, on a quarterly basis. These meetings will be conducted in compliance with the Ralph M. Brown Act (Gov. Code § 54950 et seq.).
2. **Action Items:** Action items will include a discussion of the issue, relevant regulatory requirements, data and information analyzed for the issue, impact to exceptional service, and alignment to VJC Partner MOU Phase I and II. Decisions will be made by consensus of the Partners present. Partner representatives who are not able to attend can send a designated proxy (who must be an employee or board member of that Partner) to participate in the discussion and decision by consensus.
3. **Consensus:** Consensus will be achieved based on general agreement of the Partners, representing the collective decision of the group. Consensus will represent fair and reasonable decisions, transparency between Partners, and equal access to all information for fact-based decision making. Once a decision by consensus is made, all Partners agree to accept the outcome, deadlines, and abide by the group decision.

C. Process When Consensus Cannot be Reached

When the VJC Partners cannot reach consensus, the VJC Partners will use the following process:

1. Outline the points of disagreement for better understanding;
2. Confirm that no violations occur to: regulatory requirements, policies and procedures (P&P), Partner organizational values or mission;
3. Define what is needed to come to consensus and how those issues can be addressed or resolved;
4. Defer decision until Partners can meet with their own executive leaders for input or guidance;
5. Refer to the Decision Making by Consensus steps outlined above in the answer to question 3 to review expectations and “rules”;
6. Define and review the overall benefit to the Verdugo Workforce Development System and customers; and,
7. Consider negotiating compliance to achieve consensus.

Should consensus not be reached after following steps (1) through (7) above, VJC Partners agree to use a majority rule voting process to resolve issues of non-agreement for the duration of this Phase II MOU. The voting process can only be used if the decision is clear of regulatory violations; no decision made by the

Partners can violate the requirements of another Partner. Decisions by a majority vote will only occur if consensus cannot be reached. Decisions will be made by majority vote of the VJC Partners or designated proxy present at the meeting.

1. **Voting Process:** Each VJC Partner shall have one vote. Decisions will be made by majority (51%) of the members present. Should the VJC Partner's designated representative not be able to participate in a meeting, voting by the designated proxy will be accepted as the official vote by that VJC Partner.
 - a. All proxies must be designated by a VJC Partner in writing, signed by an authorized representative and submitted to the Verdugo Workforce Development Board (VWDB) prior to or at the meeting at which a decision will be made.
2. **Quorum:** A quorum, representing a majority of the Partners (51%), or designated proxies, must be present at the meeting in order for a vote to occur.

1.4 MOU Review Process

The VJC Partners established the MOU Review Process in alignment with the Employment Development Department Workforce Services Directive (WSD 16-09) as follows:

A. Comprehensive Review Process:

Comprehensive Review of the MOU, including a review of the Infrastructure Funding Agreement ("IFA"), shall be conducted at least once every three years. Revised MOUs will be signed by each VJC Partner. The term "year" refers to a Program Year ("PY") which begins July 1st and ends 11 months later on June 30th.

The IFA budgets include, but are not limited to, all non-personnel costs that are necessary for the physical operation of the AJCC such as: rent, utilities and maintenance, equipment, technology, and non-marketing common identifier expenses. *Every AJCC infrastructure budget must also have an "Access and Accommodation" line item for ensuring physical and programmatic access to the AJCC by individuals with disabilities.*

B. IFA Review Process:

IFA's will be reviewed on an annual basis. Although federal guidance requires that the entire MOU be reviewed and updated a minimum of every three years, the IFA budgets must be reviewed annually and updated if there are substantial changes. Changes will be negotiated between the VWDB and the VJC Partner. MOUs will be revised and signed at least once every three years and, when so reviewed, will be reviewed by the end of May that year, and implemented July 1st of the same year. The IFA shall be signed by the authorized representative(s) of the Local Board, the CEO, and all AJCC partners who signed the Phase I MOU.

C. Annual Partner Review Process:

Each VJC Partner will review the MOU annually in order to determine if any changes in regulatory, and other requirements, or customer needs necessitate an amendment to or modification of the MOU that is then in place. Such reviews will be conducted by the end of April each year, except during years of Comprehensive Reviews as described above. Revisions will be completed by May 31st of each year and implemented July 1st of the same year.

1. Should VJC Partners determine that no changes are required after performing their annual review, they will submit an email to the VWDB noting "no changes to MOU".
2. Should VJC Partners determine that a substantial change is necessary at any time during the PY, they will notify the VWDB immediately in preparation for any change in MOU required prior to the review month (April of each PY).

D. Shared Infrastructure Costs:

All non-colocated VJC Partners shall provide assurance that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data is available to make such a determination

2. SHARING INFRASTRUCTURE COSTS

2.1 Chosen Option for Developing Infrastructure Cost Budget

When establishing the infrastructure cost budget, Local Boards have two options:

- Option 1: Develop a separate budget for each comprehensive AJCC.
- Option 2: Develop a consolidated system-wide budget for its network of comprehensive AJCC.

The VWDB and AJCC partners have chosen Option 1: to develop a separate budget for each comprehensive AJCC for developing the infrastructure cost budget.

2.2 Comprehensive AJCC and Colocated Partners

One comprehensive AJCC exists within the Local Area:

**Verdugo Jobs Center
1255 South Central Avenue
Glendale, CA 91204**

All AJCC partners who have a physical presence within the center, either full time or part time are as follows:

- **Employment Development Department**
- **Glendale Youth Alliance**
- **Department of Rehabilitation**
- **CAEP/GCC**

2.3 AJCC Infrastructure Budget For the Comprehensive AJCC: Verdugo Jobs Center		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	\$55,924/ month for 23,254 sq ft.	\$671,088
Rental Costs Subtotal:		\$671,088
Utilities and Maintenance		
Electric (includes water & sewer)	\$6,677/month	\$80,124
Gas	\$162/month	\$1,944
Water	-	-
Sewer Connections	-	-
High-Speed Internet		
Telephones (Landlines)	\$21.48/month for 61 lines	\$15,722
Facility Maintenance & Security Contract	Parking Lot Maintenance	\$ 19,980.00

	Andtech Building Alarm	\$ 503.00
	Janitorial Supplies	\$ 6,816.00
	Janitorial Staff (salaries & Benefits)	\$ 124,961.00
	Security	\$ 61,274.00
Utilities and Maintenance Costs Subtotal:		\$311,324
Equipment		
Assessment-related products	-	-
Assistive technology for individuals with disabilities (Access and Accommodation)	Jaws \$1,100 + Zoomtext \$400 plus tax	\$1,635
Copiers	-	-
Fax Machines	-	-
Computers	70 Computers	\$ 170,660
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	Application systems & Peoplesoft software	\$46,696
Specify Other Tangible Equipment		
Equipment Costs Subtotal:		\$ 218,991
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	LinkedIn (\$60 per month Premium Subscription)	\$720
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.verdugoworkforce.com (Does not include data systems or case management systems specific to individual program partners.)	Domain Fees Constant Contact? Funded by AEP	\$96 /yr.
Technology to Facilitate Access Costs Subtotal:		\$816

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating New AJCC Signage	-	-
Updating Templates and Materials	-	-
Updating Electronic Resources	-	-

Common Identifier Subtotal:	\$0.00
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SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$671,088
Subtotal: Utilities and Maintenance Costs	\$311,324
Subtotal: Equipment Cost	\$218,991
Subtotal: Technology to Facilitate Access Costs	\$816
Subtotal: Common Identifier Costs	\$0.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$1,202,219

2.4 Chosen Methodology to Share Agreed Upon Infrastructure Costs

The Local Board and colocated partners agree to allocate proportionate share of infrastructure costs by identifying the proportion of a partner program's occupancy percentage of the AJCC compared to the occupancy percentage of all other colocated partner program's within the AJCC (based upon square footage used).

2.5 Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs will be allocated to each partner based on the cost allocation methodology identified above in Section 2.4, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions.

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. 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 partners.

2.6 Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent	\$671,088	0	0	\$671,088
Utilities/Maintenance	\$311,324	City of Glendale	\$ 11,500.00	\$299,824
Equipment	\$218,991	City of Glendale	\$ 179,074.00	\$39,917.00
Access Technology	\$816	0	0	\$816
Common Identifier	0	0	0	0
Total Infrastructure Balance to Be Allocated to Colocated Partners:				\$1,011,645

2.7 Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners

Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: AJCC- Verdugo Jobs Center (VJC) – Title I	\$ 608,372	Proportion of partners program staff	60.14%	\$ 608,372	-
Partner 2: Employment Development Department (EDD)- Workforce Services, Title III*	\$ 327,113	Proportion of partners program staff	32.33%	\$ 327,133	-
Partner 3: Glendale Youth Alliance (GYA) – Title I	\$54,792	Proportion of partners program staff	5.42%	\$54,792	-
Partner 4: Department of Rehabilitation (DOR) – Title IV	\$3,718	Proportion of partners program staff	0.37%	\$3,718	-
Partner 5: CA Adult Education Program (CAEP) / Glendale Community College (GCC)	\$15,450	Proportion of partners program staff	1.53%	\$15,450	-

*The costs in chart 2.7 do not include the following EDD infrastructure costs: telephone lines, computers, Facebook ads, domain fees, high-speed internet and facility maintenance fees.

2.8 Colocated Partners Agree to Share AJCC Infrastructure Costs

By signing this Section 2.8, the CEO, VWDB, EDD, GYA, DOR, GCC and VJC agree to the terms prescribed in the IFA.

City of Glendale/Chief Elected Official Signature: _____ Date: _____ Name: <u>Vrej Agajanian</u> Title: Mayor of City of Glendale	Verdugo Workforce Development Board Signature: _____ Date: _____ Name: <u>Ara Aslanian</u> Title: Chairperson
Employment Development Department Signature: _____ Date: _____ Name: <u>Cesar A. Valladares</u> Title: Deputy Division Chief, Los Angeles/Coastal Workforce Services Division	Glendale Youth Alliance Signature: _____ Date: _____ Name: <u>Karine Grigoryan</u> Title: Executive Director
Department of Rehabilitation Signature: _____ Date: _____ Name: <u>Wan Chun Chang</u> Title: Regional Director	Verdugo Jobs Center Signature: _____ Date: _____ Name: <u>Melissa Younesian</u> Title: Manager
Glendale Community College Signature: _____ Date: _____ Name: <u>Dr. David Viar</u> Title: Superintendent/President	

2.9 Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

The State is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, all non-colocated partners will have the opportunity to review the State provided data and once the benefit is agreed upon, they agree to engage in discussions to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing this MOU Phase II, all parties agree that when data are available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include the agreed upon proportionate share of contributions.

3. SHARING OTHER ONE-STOP SYSTEM COSTS

While only colocated partners share infrastructure costs, the State desires that eventually all One-Stop partners will share in other system costs, including applicable career services. Unless identified in the grid in Section 3.1 below, however, at this time, all of the One-Stop partners are not required to contribute to Other System Costs.

3.1 The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

Title I Adult, Dislocated Worker, and Youth	Title V Older Americans Act	Trade Adjustment Assistance Act
Title II Adult Education and Literacy	Job Corps (Non-Applicable)	Community Services Block Grant
Title IV Vocational Rehabilitation	Second Chance	Housing and Urban Development
Title III Wagner-Peyser	Veterans	
Carl Perkins Career Technical Education	Unemployment Compensation	
TANF/CalWORKS	CAEP	

3.2 Career Services Applicable to Each AJCC Partner

Partners are required to provide the information below for informational purposes only.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)							
Basic Career Services	BWC T-I Adult T-I DW	VJC T-I Adult T-I DW	GYA T-I Youth Housing	BAS T-II AEL	EDD T-III WP	DOR T-IV VR	DPSS TANF
Title I Program Eligibility	✓	✓	✓	✓		✓	
Outreach, Intake, Orientation		✓	✓	✓	✓	✓	
Initial Assessment	✓	✓	✓	✓	✓	✓	
Labor Exchange/Job Search	✓	✓	✓	✓	✓	✓	
Referrals to Partners	✓	✓	✓	✓	✓	✓	
Labor Market Information (LMI)	✓	✓	✓	✓	✓	✓	
Performance/Cost Info	✓	✓	✓	✓		✓	

Support Service Info		✓	✓		✓	✓	
Unemployment Insurance Info/Assistance		✓	✓		✓		
Financial Aid Info			✓	✓	✓		

Basic Career Services	GCC – CTE Tech Ed	WDACS T-V OAA	Job Corps MTC	DPSS CSBG			
Title I Program Eligibility	✓	✓	✓				
Outreach, Intake, Orient	✓	✓	✓	✓			
Initial Assessment	✓	✓	✓	✓			
Labor Exchange/Job Search	✓	✓	✓				
Referrals to Partners	✓	✓	✓	✓			
Labor Market Information (LMI)	✓		✓				
Performance/Cost Info	✓						
Support Service Info	✓	✓	✓	✓			
UI Info/Assistance							
Financial Aid Info	✓		✓				
Basic Career Services	GCC – ACE T-II AEL	Native Am. UAH	EDD - UI	Friends Outside 2 nd Chance			
Title I Program Eligibility	✓	✓		✓			
Outreach, Intake, Orient	✓	✓		✓			
Initial Assessment	✓	✓		✓			
Labor Exchange/Job Search	✓	✓		✓			
Referrals to Partners	✓	✓					
Labor Market Information (LMI)	✓	✓					
Performance/Cost Info	✓						
Support Service Info	✓	✓		✓			
UI Info/Assistance			✓				
Financial Aid Info	✓	✓					

Individual Career Services	BWC T-I Adult T-I DW	VJC T-I Adult T-I DW	GYA T-I Youth	BAS T-II AEL	EDD T-III WP	DOR T-IV VR	DPSS TANF
Comprehensive Assessment		✓		✓	✓	✓	✓
Individual Employment Plan (IEP)		✓	✓		✓	✓	
Career Plan/Counsel		✓	✓	✓	✓	✓	
Short-Term Prevoc.			✓	✓		✓	
Internships/Work Experience		✓	✓	✓		✓	✓
Out-of-Area Job Search		✓				✓	
Financial Literacy		✓	✓	✓			
IET/ELA		✓		✓		✓	
Workforce Preparation		✓	✓	✓	✓	✓	
Individual Career Services	GCC – CTE Tech Ed	WDACS T-V OAA	Job Corps MTC	EDD TAA	DPSS- CSBG	Nativ Am UAI	
Comprehensive Assessment	✓	✓	✓	✓		✓	
Individual Employment Plan (IEP)	✓	✓		✓		✓	
Career Plan/Counsel	✓	✓	✓	✓		✓	
Short-Term Prevoc.	✓	✓				✓	
Internships/Work Experience	✓	✓	✓			✓	
Out-of-Area Job Search	✓		✓			✓	
Financial Literacy			✓			✓	
IET/ELA	✓						
Workforce Preparation	✓	✓	✓			✓	

Individual Career Services	GCC – ACE T-II AEL	EDD - UI	Friends Outside 2nd Chance	EDD JVSG			
Comprehensive Assessment	✓		✓	✓			
Individual Employment Plan (IEP)	✓			✓			
Career Plan/Counsel	✓			✓			
Short-Term Prevoc	✓						
Internships/Work Experience	✓						
Out-of-Area Job Search	✓						
Financial Literacy	✓						
IET/ELA	✓						
Workforce Preparation	✓			✓			

3.3 Required Consolidated Budget for the Delivery of Applicable Career Services							
The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.							
Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Assistance Fin Aid Info	\$199,697	\$208,878	\$121,958	\$43,650	\$1,173,169	\$ 496,986.80	\$ 0
Applicable Career Services	GCC- CTE Tech Ed	T-V OAA	Job Corps	Native Am. UAH	Second Chance	EDD-TAA	
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Assistance Fin Aid Info	\$9,000	\$7,000			\$12,000	\$139,234	
Applicable Career Services	DPSS- CSBG	HUD	EDD - UI	EDD-JVSG	GCC- ACE T-II AEL		
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Assistance Fin Aid Info	\$70,119	\$13,800	\$13,888	\$0	\$22,000		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Individual Career Services: Comp Assessment IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA WF Prep	\$465,961	\$487,381	\$284,568	\$ 101,850	\$ 712,698	\$ 1,987,947.21	\$1,118,285
Applicable Career Services	GCC- CTE Tech Ed	T-V OAA	Job Corps	Native Am/UAI	Second Chance	YouthBuild	EDD- TAA
Individual Career Services: Comp Assessment IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA WF Prep	\$ 360,000	\$95,000			\$18,960		\$ 139,234
Applicable Career Services	DPSS- CSBG	HUD	EDD - UI	EDD- JVSG	GCC-ACE T-II AEL		
Individual Career Services: Comp Assessment IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA WF Prep	\$0	\$32,200	\$ 0.00	\$245,936	\$500,000		
Estimated Consolidated budget total of career services delivered through the One-Stop system: \$9,081,400							

4. MISCELLANEOUS

4.1 Headings.

The subject headings of the paragraphs of this Phase II MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

4.2 Counterparts.

This Phase II MOU may be signed by the parties in different counterparts, which together shall constitute one Agreement, even though all parties may not have signed the same counterpart.

4.4 Amendments.

No provisions of this Phase II MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by representatives of the parties.

4.5 Governing Law and Jurisdiction.

- A. California's laws govern this Phase II MOU's construction and interpretation. Unless this Phase II MOU provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.
- B. If Partners or VWDB brings a lawsuit to enforce or interpret one or more provisions of the Phase II MOU, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Partners and VWDB acknowledge that the Phase II MOU was negotiated, entered into, and executed in the City of Glendale, California.

4.6 Waiver of Breach.

The waiver by any party of a breach by another party of any of the provisions of this Phase II MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Phase II MOU.

4.7 Further Assurances.

Upon VWDB's request at any time, each Partner shall promptly:

- A. Take further necessary action; and
- B. Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Phase II MOU's intent, purpose, and terms.

4.8 Assignment.

- A. This Phase II MOU does not give any rights or benefits to anyone, other than to VWDB and the Partners. All duties, obligations, and responsibilities under this Phase II MOU are for the sole and exclusive benefit of VWDB and the Partners, and are not for the benefit of another person, entity, or organization. Without VWDB's prior written authorization, the Partners shall not do any one or more of the following:
 - i. Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Phase II MOU; or
 - ii. Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Phase II MOU.
- B. Any actual or attempted assignment of rights or delegation of duties by an Partner, without VWDB's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate the Partner's duties, obligations, or responsibilities under this Phase II MOU.

- C. If VWDB consents to an assignment of rights, or a delegation of duties, or both, the Partner's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Phase II MOU.

4.9 Notices

Any notice required or permitted to be given by any party to this Phase II MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses, or to such other address as the parties may provide by written notice given in accordance herewith:

VWDB: City of Glendale
Workforce Development Administration
1255 South Central Avenue
Glendale, CA 91204
Attn: Judith Velasco
Telephone: (818) 548-2053
Fax: (818) 409-0463
Email: Jvelasco@Glendaleca.gov

The Partners: Each Partner's address as identified on the signature page below.

4.10 Representations – Authority.

Each Partner represents that:

- A. They have read this Phase II MOU, fully understand its contents, and have received a copy of it;
- B. They have the full power to enter into and perform this Phase II MOU and to make the grant of rights contained in this Phase II MOU;
- C. Through their duly authorized representative, they are authorized to sign this Phase II MOU, and they are bound by its term; and
- D. They have executed this Phase II MOU on the date opposite their signature.

4.11 Entire Agreement.

This Phase II MOU, and the Phase I MOU previously executed by the parties, and all items incorporated herein contain all of the agreements of the parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. The parties further warrant and represent that they have not relied on any inducements, promises or representations made by any party or its representative, or any other person, except for those expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Phase II MOU as of the day and year last written below.

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures: Chief Elected Official

Signature

Date

Vrej Agajanian

Name (Printed)

Mayor

Title

City of Glendale

Colocated Partner

613 E. Broadway

Street Address

Glendale

City

CA

State

91206

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Ara Aslanian

Name (Printed)

Chairperson

Title

Verdugo Workforce Development Board

Colocated Partner

1255 S. Central Ave.

Street Address

Glendale

City

CA

State

91204

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Cesar A. Valladares

Name (Printed)

Deputy Division Chief, Los Angeles/Coastal Workforce Services Division

Title

Employment Development Department

Colocated Partner

1255 S. Central Ave.

Street Address

Glendale

City

CA

State

91204

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Karine Grigoryan

Name (Printed)

Executive Director

Title

Glendale Youth Alliance

Colocated Partner

1255 S. Central Ave.

Street Address

City

State

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Tom Fitzwater

Name (Printed)

Center Director

Title

Management and Training Corporation-Job Corps

Organization

1031 Hill Street

Los Angeles

CA

90015

Street Address

City

State

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Brady Griffin

Name (Printed)

Human Resources Manager

Title

City of Burbank,

Burbank Workforce Connection

Organization

301 E. Olive Avenue

Street Address

Burbank

City

CA

State

91502

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Maria Chuayiuso

Name (Printed)

Employment Development Administrator

Title

State of California,
Employment Development Department
Unemployment Insurance
Organization

P.O. Box 5007

Street Address

Buena Park

City

CA

State

90622

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Dr. David Viar

Name (Printed)

Superintendent/President

Title

Glendale Community College District

Organization

1500 N. Verdugo Rd.

Street Address

Glendale

City

CA

State

91208

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Melissa Younesian

Name (Printed)

Manager

Title

City of Glendale,

Verdugo Jobs Center

Organization

1255 S. Central Ave.

Street Address

Glendale

City

CA

State

91204

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Wan Chun Chang

Name (Printed)

Regional Director

Title

State of California,

Department of Vocational Rehabilitation

Organization

Street Address

City

State

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Otto Solorzano
Name (Printed)

Director
Title

Los Angeles County,
Workforce Development,
Aging and Community Services
Organization

3175 W. 6th Street
Street Address

Los Angeles
City

CA
State

90020
Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Antonia Jiménez

Name (Printed)

Director

Title

Los Angeles County,

Department of Public Social Services

Organization

12820 Crossroads Parkway South,

City of Industry

CA

91746

Street Address

City

State

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Mary Weaver

Name (Printed)

Executive Director

Title

Los Angeles County,

Friends Outside

Organization

261 E. Colorado Blvd. #217

Street Address

Pasadena

City

CA

State

91101

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

Luis Cervantes

Name (Printed)

Chief Executive Officer

Title

United American Indian Involvement
Organization

1125 W. 6th Street Suite 205

Street Address

Los Angeles

City

CA

State

90017

Zip

Signatures:

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

Signature

Date

John Paramo

Name (Printed)

Assistant Superintendent Educational Services
Title

Burbank Unified School District,
Burbank Adult School
Organization

3811 Allan Ave.

Street Address

Burbank

City

CA

State

91505

Zip