

**ADDENDUM TO THE  
MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE COUNTIES OF NAPA, MARIN AND LAKE  
(WORKFORCE INNOVATION AND OPPORTUNITY ACT/  
WORKFORCE ALLIANCE OF THE NORTH BAY WORKFORCE  
DEVELOPMENT AREA)  
ADDING  
MENDOCINO COUNTY TO THE  
MEMORANDUM OF UNDERSTANDING**

**THIS ADDENDUM to the Memorandum of Understanding (between Napa, Marin and Lake Counties in 2016)** is made and entered into as of this \_\_\_\_day of \_\_\_\_\_, 2017.

The original Memorandum of Understanding between Napa, Marin and Lake Counties is attached hereto as Exhibit A and is incorporated herein by reference. The purpose of this Addendum is to formally acknowledge the addition of Mendocino County to the Memorandum of Understanding (MOU) between Napa County, Marin County and Lake County pertaining to their participation on the Workforce Alliance of the North Bay Joint Powers Agency and to define the role and responsibilities of Mendocino County as part of the MOU.

Upon its execution of this MOU, Mendocino County will become a formal member of the MOU. In executing this Agreement, Mendocino County hereby agrees to the following terms and conditions:

1. Mendocino County agrees to be bound by each and every provision of the MOU including the five Recitals and Sections 1 – 4.

2. Mendocino County specifically agrees to the following term, which will be added to the original MOU as Section 2. f. (i) and (ii):

## **“2. Indemnification**

### **f. Hold Harmless/Defense/Indemnification by Mendocino County**

(i) To the full extent permitted by law, Mendocino County shall hold harmless, defend at its own expense, and indemnify Agency, Napa County, Marin County and/or Lake County and their officers, agents, employees and volunteers from any and all liability, claims, losses, damages or expenses, including reasonable attorney’s fees, for personal injury (including death) or damage to property or losses, including, but not limited to, disallowances for payments or recoupment of WIOA funds, arising from acts or omissions of Mendocino County or its respective officers, agents, employees, volunteers, contractors and subcontractors in the course of rendering workforce investment services under this Agreement or the Joint Powers Agreement pursuant to WIOA regulations for LWDA of Napa, Marin Lake, and Mendocino Counties, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of Agency or its officers, agents, employees, volunteers, or other contractors or their subcontractors.

(ii) Mendocino County shall make Agency, Napa County, Marin County and/or Lake County whole for any payment of any penalty, fine or assessment against Agency arising from the failure of Mendocino County or its respective officers, agents, employees, volunteers, contractors and subcontractors to comply with all applicable WIOA regulations, including, but not limited to, any penalties, fines or assessments that may be assessed under a Federal or State False Claims Act provision. To the extent that Parties must make Agency whole under this Paragraph, Agency may elect to offset against any future allocated funds to Parties to the extent permitted under law, or demand to be made whole for any losses without offset.”

Upon submission of this executed Addendum by the Mendocino County Board of Supervisors to the WANB, Mendocino County shall become a formal member of the MOU.

Dated:

**Workforce Alliance of the North Bay (WANB):**

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Damon Connolly, President

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Bruce Wilson, Executive Director

**County of Mendocino, a political subdivision of the State of California:**

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JOHN MCCOWEN, Chair  
Mendocino County Board of Supervisors

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

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Deputy

I hereby certify that according to the provisions of the California Government Code Section 25103, delivery of the document has been made.

BY: CARMEL J. ANGELO  
Clerk of the Board

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Deputy

**APPROVED AS TO FORM:**

KATHARINE L. ELLIOTT, County Counsel