



Nick Wilczek
Director of Library Services
Humboldt County Library
1313 Third Street
Eureka, CA 95501

7/14/19

Dear Nick,

I am pleased to inform you that First 5 Humboldt has approved funding in the amount of \$67,500 for Fiscal Year 2019/2020 to continue the partnership with the Library.

Please thoroughly read the Agreement. Secure a signature and return both of the original Agreements to FIRST 5 HUMBOLDT at the address below. An original Agreement will be returned to you when the Agreement is fully executed.

When returning the Agreement, also attach a Budget for Fiscal Year 2019/20 for Humboldt County Library. The Budget will be attached to the Agreement as Exhibit C.

In addition, we will need to receive updated general liability, automobile and worker's compensation insurance certificates as of July 1, 2019. Please provide these as soon as possible. Call me if you have any questions.

Sincerely,

Mary Ann Hansen
Executive Director

**GRANT AGREEMENT BETWEEN FIRST 5 HUMBOLDT
AND COUNTY OF HUMBOLDT**

This Agreement is made and entered into this 1st day of July 2019, by and between FIRST 5 HUMBOLDT (hereinafter "FIRST 5") and County of Humboldt, a governmental entity (hereinafter "GRANTEE").

RECITALS

WHEREAS, FIRST 5 has adopted a strategic focus area to promote the optimal development of young children from the prenatal stage to five (5) years of age with a focus on prevention, in partnership with families, caregivers and the community, and

WHEREAS, FIRST 5 has determined, in carrying out its Strategic Plan focus areas and objectives, to make monetary grants to deserving organizations that can further First 5's strategic plan, and

WHEREAS, GRANTEE requested grant funds, and

WHEREAS FIRST 5 has approved the request for grant funds, and

WHEREAS, the parties hereto desire to enter into this AGREEMENT in order for FIRST 5 to disburse grant funds to GRANTEE,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PROJECT DESCRIPTION

GRANTEE shall utilize the grant funds for the purpose of supporting the strengthening, planning and training capacities of the GRANTEE in order to serve diverse Humboldt County populations of children ages birth to five and their families (the "Project"). The specific activities/tasks are described in the Scope of Work, as set forth in Exhibit A, attached hereto and incorporated herein.

2. TERM

The term (the "Term") of this Agreement is July 1, 2019 to June 30, 2020, unless extended by the written agreement of the parties.

3. GRANT FUNDS

A. FIRST 5 agrees to pay GRANTEE a sum not to exceed sixty-seven thousand five hundred dollars (\$67,500) to cover GRANTEE'S costs in carrying out the Project. Costs for labor and materials for each year shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated by reference. Deviations exceeding 10% of any single category proposed in the line item budget must receive written approval of the Executive Director of FIRST 5.

B. GRANTEE shall submit an itemized invoice, no less frequently than quarterly, to FIRST 5 itemizing all work completed and costs incurred as of the invoice date.

C. No later than 45 days after expenditure of all grant funds, or completion of the project, whichever is sooner, GRANTEE shall submit adequate written documentation in a final invoice of all costs incurred in connection with performance of services under this Agreement. Any unspent funds shall be returned to FIRST 5. GRANTEE shall bear the responsibility for any Project costs in excess of \$67,500.

4. PROHIBITION AGAINST SUPPLANTING STATE OR LOCAL FUNDS

GRANTEE shall comply with the requirements of Revenue and Taxation Code Section 30131.4, which provides that Proposition 10 funds shall only be used to supplement existing levels of service and not to fund existing levels of service. GRANTEE agrees that the grant funds received pursuant to this Agreement shall be used to enhance the quality or quantity of its services, and not to supplant existing funding, including state or local General Fund money.

5. REPORTING REQUIREMENTS

GRANTEE shall submit an Interim Progress Report, describing the work accomplished in each six month period, to FIRST 5 no later than the 30th day of the month following each six (6) month period of the Agreement. GRANTEE shall submit a Final Progress Report, describing the work accomplished during the entire period of the Agreement, to FIRST 5 no later than the 30th day of the month following the Agreement's termination date. FIRST 5 shall provide Interim and Final Progress Report guidelines to GRANTEE no later than 45 days prior to the Report due dates. In addition to Interim and Final Reports, GRANTEE shall comply with all other reporting and evaluation requirements as set forth in GRANTEE's Project Scope of Work (Exhibit A), Evaluation Plan (Exhibit B), and the terms of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs* (Exhibit D).

6. RECORD RETENTION AND INSPECTION

A. Maintenance and Preservation of Records. GRANTEE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder. GRANTEE shall maintain appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by FIRST 5 and any duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by FIRST 5 and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If GRANTEE is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by GRANTEE within thirty (30) days of notice.

7. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State and Local Governments that may affect the provision, terms or funding of this Agreement.

8. COMPLIANCE WITH FIRST 5 REQUIREMENTS.

A. GRANTEE shall comply with all rules, regulations, requirements, and directives of FIRST 5 as set forth in FIRST 5's Strategic Plan, *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of*

Existing Programs (Exhibit D), *FIRST 5 HUMBOLDT Social Media Policy* (Exhibit E), *FIRST 5 HUMBOLDT Healthy Beverage Policy* (Exhibit F), and other FIRST 5 policies, all of which are posted on the FIRST 5 website at www.first5humboldt.org.

B. These rules, regulations, requirements, and directives include (but are not limited to) the following:

- i. All Program leaders must be fingerprinted and undergo a background check to obtain a criminal clearance;
- ii. Tobacco use is prohibited at all times at all places where Project activities occur;
- iii. Grantees who wish to utilize social media during the Project must abide by the posting guidelines described in *Sections 5.1 and 5.2 of the FIRST 5 HUMBOLDT Social Media Policy*.

9. INSURANCE

A. THIS AGREEMENT SHALL NOT BE EXECUTED BY FIRST 5 and the GRANTEE is not entitled to any rights hereunder, unless certificates of insurance (or other sufficient proof that the following provisions have been complied with) are filed with FIRST 5.

B. General Insurance Requirements: Without limiting GRANTEE's indemnification provided herein, GRANTEE shall require any of its subcontractors to take out and maintain, throughout the period of performance of GRANTEE's Project under this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of GRANTEE, its agents, employees, volunteers or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(a) FIRST 5, its commissioners, officers, employees, volunteers, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its officers, agents, employees and volunteers.

(b) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to FIRST 5 by certified mail.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this Project, and for which GRANTEE is liable, the GRANTEE's insurance is primary coverage to FIRST 5, and any insurance or self-insurance programs maintained by FIRST 5 are excess to GRANTEE's insurance and will not be called upon to contribute with it.

(e) Any failure to comply with reporting or other obligations of the parties, including breach of warranties, shall not affect coverage provided to FIRST 5, its commissioners, officers, employees, volunteers, and agents.

2. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of no less than One Million Dollars (\$1,000,000.00) per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to FIRST 5 by certified mail.

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against FIRST 5, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. GRANTEE shall require that such coverage be incorporated into its professional services agreements with any other entities.

5. Special Insurance Requirements: Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

(a) The Comprehensive or Commercial General Liability Policy shall provide that FIRST 5, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

i. Includes contractual liability.

ii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

iii. Is the primary insurance with regard to FIRST 5.

iv. Does not contain a pro-rata, excess only and/or escape clause.

v. Contains a cross liability, severability of interest or separation of insureds clause.

(b) The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to FIRST 5 in accordance with the notice provisions set forth herein. It is further understood that GRANTEE shall not terminate such coverage until FIRST 5 receives adequate proof that equal or better insurance has been secured.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this Agreement, GRANTEE's insurance is the primary coverage to FIRST 5, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.

(e) Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to FIRST 5, its agents, officers, officials, employees and volunteers.

(f) GRANTEE shall furnish FIRST 5 with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, FIRST 5. If GRANTEE does not keep all required policies in full force and effect, FIRST 5 may, in addition to other remedies under this Agreement, take out the necessary insurance, and GRANTEE agrees to pay the cost thereof. FIRST 5 is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.

(g) FIRST 5 is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

10. HOLD HARMLESS AND INDEMNIFICATION

A. GRANTEE shall hold harmless, defend and indemnify FIRST 5 and its commissioners, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including, without limitation, attorney fees and other costs arising out of, or in connection with GRANTEE's negligent performance or, or failure to comply with any of the

duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence, or willful misconduct of FIRST 5.

B. Acceptance of insurance required by this Agreement does not relieve GRANTEE from liability under this provision. This provision shall apply to all damages or claims for damages arising from GRANTEE's performance under the terms of the Project, regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by GRANTEE hereunder.

11. RELATIONSHIP OF PARTIES

GRANTEE shall perform all work and services as described herein as an independent contractor. It is understood that this agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GRANTEE shall not be entitled to any benefits to which First 5 employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers compensation. GRANTEE shall be solely responsible for the acts or omissions of its officers, agents, employees, volunteers, and subcontractors.

12. ASSIGNMENT

Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement.

13. AGREEMENT SHALL BIND SUCCESSORS

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

14. SUBCONTRACTING

GRANTEE shall not subcontract any portion of the work required by the Agreement without prior written approval of FIRST 5.

15. STANDARD OF PRACTICE

GRANTEE warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

16. TITLE TO INFORMATION AND DOCUMENTS

Any and all documents, photographs, audio and video recordings, reports and other information prepared for FIRST 5 under the terms of this Agreement by and/or submitted by GRANTEE shall become the property of FIRST 5, which shall own all rights, title, and interest in such materials, including the copyrights. GRANTEE may retain copies for its own records. In the event of termination of this Agreement prior to the expiration of the Term in accordance with section 19, for any reason whatsoever, GRANTEE shall promptly turn over all such materials developed up to the date of termination to FIRST 5 without exception or reservation.

17. NON-DISCRIMINATION COMPLIANCE

A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. FIRST 5 reserves the right to monitor the GRANTEE's provision of services in order to ensure compliance with the requirements of this section.

B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care

leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

18. ENTIRETY OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. In addition, this Agreement shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

19 AMENDMENT

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto

20. TERMINATION

A. This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations of the parties arising prior to the effective date of termination:

1. Termination. At any time and for any reason, upon thirty (30) days written notice either party may terminate this Agreement. FIRST 5 shall pay only for those services rendered as of the date when termination is effective.

2. Termination for Cause. If, in the opinion of FIRST 5, GRANTEE fails to perform the services required under this Agreement within the time limits specified herein, or fails to meet the requirements of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs*, or otherwise fails to comply with the terms of this Agreement as determined at the sole discretion of FIRST 5, or violates any ordinance, regulation, or other law which applies to its performance herein, FIRST 5 may terminate this Agreement immediately, effective on the date of notice. In such event, FIRST 5 may exercise any of its rights under this Agreement or available to it under the law.

3. Termination for Insufficient Funding. Should FIRST 5 experience any loss of its Proposition 10 funding, First 5 California funding, or any other loss of funding that renders FIRST 5 unable to continue to support the activities and services provided by GRANTEE as described in

this Agreement, FIRST 5 may terminate this Agreement immediately, effective on the date of notice.

4. Compensation Upon Termination. In the event of any termination of this Agreement, GRANTEE shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to FIRST 5 resulting from a breach of this Agreement by GRANTEE.

21. NOTICES

Notices shall be given to FIRST 5 at the following address:

Mary Ann Hansen, Executive Director
FIRST 5 HUMBOLDT
325 Second St., Suite 201
Eureka, CA 95501

Notices shall be given to GRANTEE at the following address:

Nick Wilczek, Director of Library Services
Humboldt County Library
County of Humboldt
1313 Third Street
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to FIRST 5 or GRANTEE personally, or by mailing a copy of said notice to FIRST 5 or GRANTEE. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

22. COMPLIANCE WITH APPLICABLE LAWS

GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. GRANTEE further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

23. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt.

24. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by FIRST 5 constitute a waiver of any breach of this Agreement or any default which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to FIRST 5 with respect to any breach or default. FIRST 5 shall have the right to demand repayment of, and GRANTEE shall promptly

refund, any funds disbursed to GRANTEE which, in the judgment of FIRST 5, were not expended in accordance with the terms of this Agreement.

26. CONFIDENTIAL INFORMATION

A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information which is confidential information under state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances

consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

27. MONITORING

GRANTEE agrees that FIRST 5 has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, programs or procedures, at any time, as well as the overall operation of GRANTEE's programs, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE will cooperate with a corrective action plan, if deficiencies in GRANTEE's records, programs or procedures are identified by FIRST 5.

28. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. SURVIVAL

The duties and obligations of the parties set forth in Section [20] – Compensation Upon Termination, Section [_6_] – Record Retention and Inspection, Section [_26_] – Confidential Information and Section [10] – Indemnification shall survive the expiration or termination of this Agreement.

30. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes,

unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ADVERTISING AND MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from FIRST 5 prior to being released to the media (television, radio, newspapers, Internet). In addition, GRANTEE shall inform FIRST 5 of requests for interviews by media related to this Agreement prior to such interviews taking place. FIRST 5 reserves the right to have a representative present at such interviews.

35. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.


36. NUCLEAR FREE ZONE COMPLIANCE


FIRST 5 certifies by its signature below that FIRST 5 is not a Nuclear Weapons Contractor, in that FIRST 5 is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. FIRST 5 agrees to notify GRANTEE immediately if it becomes a nuclear weapons contractor, as defined above. GRANTEE may immediately terminate this agreement if it determines that the foregoing certification is false or if FIRST 5 becomes a nuclear weapons contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

**ATTESTS:
FIRST 5 HUMBOLDT:**

By  _____
Executive Director

GRANTEE:
By  _____
Rex Bohn
Title: Chair, Board of Supervisors

RISK MANAGEMENT
By  _____
Risk Manager

Humboldt County Library Partnership
 EXHIBIT A
 Scope of Work
 July 2019 - June 2020

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<p>The library will strengthen its existing systems and build its capacity for serving isolated rural residents, families living in poverty, Latino and Native American populations.</p> <p><i>1. Incorporating appropriate Family Place concepts; promote Humboldt County Library as a Family Friendly Place and continue to make the 'Family Spaces' in all county library facilities more appealing and welcoming to at-risk, multilingual and ethnic families</i></p>	<p>1a). Continue to identify websites of partner agencies for possible linkages to library website or to provide them content about library programs for children and parents.</p> <p>1 b). Continue to make collection materials more accessible through library displays and booklists.</p> <p>1 c). Continue to contact agencies serving families and children for brochures and newsletters to be made available in Parenting Corner.</p> <p>1 d). Continue to promote and maintain Parenting Corners in the Main Library and branches</p>	<p>July 2019-June 2020</p> <p>July 2019-June 2020</p> <p>July 2019-June 2020</p> <p>July 2019-June 2020</p>	<p>Children's Librarian Outreach Coordinator</p> <p>Children's Librarian</p> <p>Children's Librarian Outreach Coordinator</p> <p>Outreach Coordinator Children's Librarian</p>	<p>List of websites</p> <p>Copies of booklists</p> <p>List of organizations contacted</p> <p>Photographs of Parenting Corners</p>

EXHIBIT A

<p>2. Continue to enhance the collections of family support resources, multi-lingual materials, audiovisual, and other core collections for the young child</p>	<p>1 e). Continue to identify specific items for Main Library and Branches that will make the 'Family Spaces' more appealing and accessible to the target audience, based on the Focus Group reports, patron input and Family Place concepts.</p>	<p>July 2019-June 2020</p>	<p>Children's Librarian Branch Library Staff Outreach Coordinator</p>	<p>Photographs of children's/family spaces in all library facilities</p>
	<p>1 f). Purchase the educational toys, puzzles, rugs, furniture, and other items to meet this objective.</p>	<p>July 2019-June 2020</p>	<p>Children's Librarian, Executive Secretary</p>	<p>Invoices of purchased items</p>
	<p>2 a). Evaluate existing collection, noting replacement needs and soliciting input from Branch Library staff.</p>	<p>July 2019-June 2020</p>	<p>Children's Librarian Outreach Coordinator,</p>	<p>Analysis of feedback</p>
	<p>2 b). Review, select and purchase 500-800 new items for the children's collection and 25-40 items for the Parenting Corner.</p>	<p>July 2019-June 2020</p>	<p>Children's Librarian</p>	<p>Invoices of purchased materials</p>
	<p>2 c). Catalog and process materials for circulation.</p>	<p>July 2019-June 2020</p>	<p>Cataloging Librarian Office Assistant</p>	<p>Computer catalog listing of items and their locations on file at the library</p>
	<p>2 d). Distribute to Branch Library locations.</p>	<p>July 2019-June 2020</p>	<p>Shipping Department</p>	<p>Distribution list</p>
	<p>2 e). Publicize availability of collections.</p>	<p>July 2019-June 2020</p>	<p>Children's Librarian Eureka Library Facebook team</p>	<p>Copies of newspaper articles, FB posts, press releases</p>

EXHIBIT A

<p>3. Continue programming for families and conduct quarterly workshops for parents and childcare providers</p>	<p>3 a). Continue Storytime and Outreach programs in main library and branch libraries, including Hoopa</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator Branch Staff</p>	<p>Attendance statistics; Copies of publicity</p>
	<p>3 b). Continue Family Literacy Night in Eureka in partnership with Humboldt Literacy Project.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Attendance statistics; Invoices for performers</p>
	<p>3c). Partner with FAAN, HCOE, and other groups to provide quarterly workshops such as decoding the English Language and Every Child Ready to Read (in English and Spanish) for parents and childcare providers.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Attendance statistics; Copies of publicity</p>
	<p>3d). Continue programming for families with young children, including Baby Read & Grow Time and Baby Sign Workshops.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Attendance statistics; Invoices for workshops; Flyers and publicity</p>
	<p>3e). Work with Paso a Paso and other groups to explore ways to offer Baby Signs to Spanish speaking families</p>	<p>July 2019-June 2020</p>	<p>Outreach Coordinator Children’s Librarian</p>	<p>Results of activities documented in reports</p>
	<p>3 f). Purchase Storytelling Aids (puppets, flannel board and other items) that make books come alive for very young children.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian working with volunteers and workshop providers</p>	<p>Invoices for purchased items</p>
	<p>3 g). Update and maintain list of performers, community helpers and organizations willing to present programs. Share list with</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian, Outreach Coordinator</p>	<p>Copy of list</p>

EXHIBIT A

	<p>appropriate partners.</p> <p>3h). Continue outreach to First 5 PFS Programs and playgroups; conduct targeted outreach based on survey results and comments. Work with F5 Humboldt in July/August 2019 to revisit the list of targeted sites and possible activities. Focus should continue to be on serving playgroups and other groups with younger children attending as well as groups with higher rates of Spanish language and American Indian/Native American attendees. Consider strategies to disseminate information about library activities such as articles and through social media (e.g. First 5 Humboldt’s Facebook page) if/when possible as well as Storytime and literacy development support</p>	July 2019-June 2020	Children’s Librarian Outreach Coordinator	List of activities
4. Support Kindergarten Transition Activities and School Readiness	4 a). Explore ways to work with CPIN and other groups to collaborate on activities to support children and parents being ready for school	July 2019-June 2020	Children’s Librarian Outreach Coordinator	List of activities
	4 b). Continue to identify and purchase materials about school readiness and starting school.	July 2019-June 2020	Children’s Librarian Acquisitions and	Invoices of purchased materials; computer catalog listings
5. Continue outreach to Latino Community	5 a). Continue to promote availability of Library card applications and policy	July 2019-June 2020	Technical Services Staff Outreach Coordinator	List of activities; Copies of publicity

EXHIBIT A

<p>6. Continue to work with the Native American community to improve services</p>	<p>information in Spanish. Work with Latino Net, Network of FRCs, and others on ways to best reach Spanish-speaking families in this political climate</p>		Children's Librarian	
	<p>5 b). Continue to attend Latino Net, Latino Childcare Providers and other Latino meetings to promote the Library and to key into community concerns.</p>	July 2019-June 2020	Outreach Coordinator	Reports
	<p>5 c). Provide Storytimes and literacy promotion to Spanish speaking groups such as Paso a Paso, churches, playgroups, and other identified groups.</p>	July 2019-June 2020	Outreach Coordinator	List of activities; Attendance Statistics; Copies of Publicity
	<p>5 d). Purchase additional Spanish and Bilingual materials for the Leap into Literacy program.</p>	July 2019-June 2020	Children's Librarian Acquisitions and Technical Services Staff	Invoices of purchased collection materials
	<p>5 e). Purchase additional Spanish and Bilingual materials for the Main Library and the Branches; catalog and process for circulation (see Objective 2).</p>	July 2019-June 2020	Children's Librarian Office Assistant Cataloging Librarian	Invoices of purchased materials; computer catalog listing of items and locations
	<p>6 a). Continue to participate in Chalk It Up to Books in Hoopa and other Native American events/activities as appropriate</p>	July 2019-June 2020	Outreach Coordinator Children's Librarian Branch staff	List of events/activities; Attendance statistics; Copies of publicity
	<p>6 b). Continue providing storytimes, outreach, and other activities as appropriate at Hoopa Library (see objective 3).</p>	July 2019-June 2020	Children's Librarian Outreach Coordinator	Invoice for performers; Attendance statistics; Copies of publicity
	<p>6 c). Work with Northcoast</p>			

EXHIBIT A

<p><i>7. Maintain Leap into Literacy Program with deliveries of deposit collections and theme-based kits to select preschools and agencies serving the target audience</i></p>	<p>Storytellers and others to provide programming with Native American Storytellers.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator Branch Staff</p>	<p>List of activities Attendance statistics; invoices for performers</p>
	<p>6 d). Coordinate and collaborate with other community agencies serving the Native American population, including current sites for Leap into Literacy in Hoopa, Orleans, Willow Creek, and the Bear River Rancheria and other tribes/groups as appropriate to promote library services and build on our working relationship with Coastal Indian groups.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report</p>
	<p>6 e). Continue to purchase Native American books and AV produced for use with young children (see Objective 2).</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Office Assistant</p>	<p>Invoices of purchased materials; computer catalog listing of items and locations</p>
	<p>7 a). Continue to lease delivery van to facilitate increased volume of materials taken to sites in outlying areas.</p>	<p>July 2019-June 2020</p>	<p>Library Director</p>	<p>Invoice for vehicle lease</p>
	<p>7 b). Purchase additional materials for deposit collections and theme-based kits to replace lost or damaged items and to keep the collections fresh.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Office Assistant</p>	<p>Invoices of purchased collection materials</p>
	<p>7 c). Continue to collect evaluation forms and to be responsive to suggestions for improving the service.</p>	<p>July 2019-June 2020</p>	<p>Outreach Coordinator</p>	<p>Evaluation Forms</p>
<p>7e) Explore ways to explore</p>				

EXHIBIT A

<p>8. Cultivate a network of partner agencies and organizations serving the target audience</p>	<p>requirements for participating in Leap Into Literacy to make it more feasible, including using branch libraries as distribution sites, having “Bay Area” sites pick up materials directly from the library, developing terms for agreements with sites (including looking at ways to increase parental involvement, library visits/use by providers and families, etc)</p>	<p>July 2019-June 2020</p>	<p>Outreach Coordinator Children’s Librarian</p>	<p>List of activities Copy of Agreement</p>
	<p>8 a). Write and distribute regular communications, informational and promotional items to partner networks; attend meetings when appropriate.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report</p>
	<p>8 b). Actively seek out new partnerships in the community and work with other agencies to fulfill our mutual goals.</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report</p>
	<p>8c). Explore partnerships with community groups and agencies to use Humboldt County Library system and programs</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>List of partners; List of activities; Publicity from events; Attendance statistics</p>
	<p>8 d). Continue to work with established print and electronic newsletters, radio, social media and other methods to publicize the Humboldt County Library and its services.</p>	<p>July 2019-June 2020</p>	<p>Library Director Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report; copies of newsletter articles</p>
<p>9. Provide ongoing training for staff</p>	<p>9 a). Attend relevant workshops and training sessions</p>	<p>July 2019-June 2020</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Handouts/Agendas from workshops</p>

<p>10. Focus on both long and short project outcomes</p>	<p>10 a). Long-Term Outcomes: i. Children and families are adequately supported in their communities and neighborhoods; ii. Children are developmentally ready to enter kindergarten; iii. Children and families have an improved quality of life; iv. Children and families are participants in lifelong learning opportunities;</p> <p>10 c) Agreed-Upon Short Term Outcomes: i. The library will continue to establish formal linkages with at least 30 agencies serving the target population; ii. The library will add 30-50 new Spanish language materials to its collection annually; iii. The library will add 10-25 new materials by/about American Indians/Native Americans annually; iiiii. The library will continue to look for new materials to add to its collection annually that target other underserved groups such as hearing impaired children/families, children/families in poverty, etc;</p>	<p>July 2019-June 2020 for all</p> <p>July 2019-June 2020 for all outcomes</p>	<p>Library Director Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian Office Assistant</p> <p>Children’s Librarian Office Assistant</p> <p>Children’s Librarian Office Assistant</p>	<p>List of agencies</p> <p>Invoices of purchased materials; computer catalog listings</p> <p>Invoices of purchased materials; computer catalog listings</p> <p>Invoices of purchased collection materials; computer catalog listings</p>
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	<p>iv. At least 80% of child care provider in the Leap Into Literacy program will report increasing the frequency of reading to children in their care;</p> <p>v. Ongoing participation in children’s literacy programs at the library and /or at the partner agency by the target audience (e.g. storytime, summer reading club, storytelling)</p> <p>vi. Continued perception of the library as “family friendly” (which could include comfort level in using the library, enjoyment of the benefits of library, comfort level in participating in library programs, etc.); work with F5 Humboldt to discuss ways to improve perceptions of safety by 0-5 parents</p> <p>vii. Continued perception of the library as a resource for information about parenting</p> <p>11a. Participate in technical assistance/other activities provided by First 5 and/or First 5 designees that will encourage/support: * Increasing skills to provide appropriate outreach and a welcoming environment to</p>	<p>July 2019-June 2020</p>	<p>Outreach Coordinator</p> <p>Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian Outreach Coordinator Commission Consultants</p> <p>Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian Outreach Coordinator</p>	<p>Evaluation Forms</p> <p>Lists of programs; Attendance statistics</p> <p>Participant surveys (from other F5H funded programs); Informal patron comments</p> <p>Participant surveys; Circulation statistics on Parenting Corner materials as available</p> <p>List of activities in reports as appropriate</p>
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**Humboldt County Library Partnership
Exhibit B
Evaluation Plan
2019-2020**

Benchmarks for FY 19-20:

- At least 80% of ECE providers participating in Leap into Literacy report increased reading to children in their care as a result of the program
- The library will add a minimum of 10 new children’s materials by/about American Indians/Native Americans
- The library will add a minimum of 30 new children’s Spanish language materials to its collection
- At least 75% of parents/caregivers will report on Participant Surveys/Library patron surveys feeling that the library is family friendly
- Library Patron surveys will be conducted from November-February at the main library and all branch libraries
- Reports will be submitted on time
- Agreed upon short-term outcomes will be met

Information/data to be gathered	How data will be gathered	When	Who will do tasks or provide data
<p>Benchmark 1. Parent satisfaction and perceptions of library as family friendly place</p>	<ul style="list-style-type: none"> • Participant surveys (from other funded projects) • Library patron survey at all branches 	<p>Annually November 2019-February 2020</p>	<p>Surveys developed and analysis done by First 5 Humboldt Evaluators; Surveys distributed and collected by funded projects and library staff</p>

2. Outreach efforts to target audiences	<ul style="list-style-type: none"> • Photographs of Parenting Corners in Eureka library and branches • List of linkage websites • Copies of booklists • # brochures/newsletters in Parenting Corner 	With reports	Library staff
3. Participant numbers collected for every service (First 5 funded or staff time First 5 funded) provided, including workshops, events, Family Literacy Nights, Storytimes, etc.	Attendance statistics	Provide information with reports	Library staff
4. Number of new items for children's collection and for Parenting corners	Invoices	Provide information with reports	Library staff
Benchmark 5. Number of new Spanish language and Native American library acquisitions	Invoices	With reports	Library staff
6. Publicity about new collection materials	Copies of newspaper articles/press releases	With reports	Library staff
7. Number of Storytime events and locations, numbers of children and numbers of adults attending	Listing of events and numbers attending	List with reports	Library staff
8. Number of workshops for parents and childcare providers	Listing of events, locations, numbers served	List with reports	Library staff
9. Number of Baby Read and Grow Time and Baby Sign Workshops	Listing of events and numbers served	With reports	Library staff
10. List of performers and others that present programs	Listing of events, locations, numbers attending	With reports	Library staff

EXHIBIT B

Benchmark 11. Maintenance/tailoring of Leap Into Literacy Program	Listing of activities and numbers served, Leap into Literacy evaluation forms (once/year in April/May/June)	With reports	Library staff
12. Annual Chalk It Up to Books in Hoopa and other events/activities focusing on Native American held	Listing of activities, locations, and numbers served	With reports	Library staff
13. Maintenance/expansion of partnerships	Listing of contacts with Partners	With reports	Library staff
14. Provide programming with Native American Storytellers	Listing of activities and numbers served	With reports	Library staff
15. Develop ties with agencies serving Native American families	List of agencies and activities	With reports	Library staff
16. Work with Paso a Paso and other groups serving Spanish speakers	List of agencies and activities	With reports	Library staff
17. Continued staff training and development	Listing of trainings and workshops attended	With reports	Library staff
18. Participate in other evaluation activities in conjunction with First 5 Humboldt Evaluators, which may include staff interviews, parent interviews/focus groups, site visits, and other evaluation activities as requested	To be determined	As appropriate/to be determined	Library staff; First 5 Evaluators
Benchmark 19. Interim and final reports	Interim and final reports	January and July 2020	Library staff
Benchmark 20. Agreed upon short-term outcomes listed under 10c in the 2018-2019 Scope of Work (SOW) will be met	In interim and final reports: As per individual listings in 10c SOW, including attendance, evaluation forms, survey results, invoices, listing of activities	January and July 2020	First 5 Evaluators for survey data; Library staff for all Other data

Partnership Proposal 2019 - 2020
First 5 Humboldt -- Humboldt County Library
Budget Narrative

1. Personnel

A. Outreach Coordinator (Senior Library Assistant) @ 28.125 hours per week for 12 months

Funds Requested: \$49,155.00

The Outreach Coordinator position is a Senior Library Assistant (SLA), at Step D on the salary scale. First 5 Humboldt pays for 75% of her salary and benefits, or 28.125 hours per week. The cost is estimated at \$49,155, based on current salary, a 0.5% raise in July 2019, a 0.5% raise in December 2019, and a 3% increase for the second period of the fiscal year to cover possible increases in benefit costs.

The Outreach Coordinator will continue to implement outreach services to the children ages 0-5 and their families and to work with community agencies and organizations to promote early literacy and library services. Her tasks include planning and presenting story times at playgroups and Leap into Literacy (LIL) sites; providing instruction to adults working with children; selecting, compiling and delivering deposit collections and theme kits to LIL sites; and preparing plans and materials for programs in branch and main libraries.

B. Office Assistant @ 8 hours per week for 12 months

Funds Requested: \$5,203.00

This position is an Office Assistant at 8 hours per week for 12 months, for a total of 520 hours. The current cost per hour is \$12.20; the estimate includes a 5% increase in cost for the second six-month period.

The Office Assistant orders materials selected by the Youth Services Librarian, adds records to the computer catalog, and prepares the materials for use in libraries and in the Leap into Literacy collection. This staff member may also assist the Outreach Coordinator and Children's Librarian with additional tasks and projects such as weeding damaged and outdated materials, sorting and inventorying story time materials, and preparing special displays.

2. Materials

A. Books and audio-visual materials for in-house program support.

Funds Requested: \$8,417 for children's and parenting collections

Children's collection: \$7,817

This funding provides for the purchase of books and other materials to support programming and patron usage. We will continue to enhance our collection of multicultural titles, bilingual materials, and resources supporting emotional and social development.

Parenting collection: \$600

This collection rotates from the Main Library to nearly all branch libraries, and offers books and DVDs as well as referral information related to pregnancy, parenting and child development. We will continue to select new and updated materials for this useful collection.

B. Leap Into Literacy materials

Funds Requested: \$300

The Leap into Literacy (LIL) delivery program continues to be successful and much-appreciated. Funds requested in this category will replace lost or damaged books from this collection.

C. Materials for programs and spaces

Funds Requested: \$400

In addition to providing engaging programs for young children and their families, the library will continue to build on earlier efforts to make all library facilities more appealing and accessible to at-risk, multilingual and ethnic families. The requested funds will allow us to continue replacing and updating materials for programs and for family play during library open hours. Our goal is to make the library a fun and enriching destination for the whole family and to provide a wide variety of services to all our patrons.

3. Operating Expenses

A. Travel Expenses

Funds Requested: \$1,350

The library leases a delivery van through the County Motor Pool. The operating and maintenance (O&M) cost of the lease is currently \$.366 per mile. Final depreciation costs were paid in August, 2017.

Over the past three years, the Outreach Coordinator has typically traveled 3,200-3,800 miles per year to deliver book collections and visit playgroups and other outreach opportunities. Planning for a little under 3,700 miles and the current O&M cost yields an estimate of \$1,350.

B. Special Events and Professional Services

Funds Requested: \$1,850

We plan to continue our successful Family Literacy Nights in the Eureka Library and support special library programs in the Willow Creek Library and the Kim Yerton Memorial Library in Hoopa. This fund enables the library to hire professional storytellers and other performers to attract new patrons to the library and engage participants in interactive storytelling activities, supporting literacy development and developing a sense of community through the shared experience.

C. Promotion and Publicity

Funds Requested: \$125

This covers the cost of participating in Pastels on the Plaza in the fall of 2019.

D. Supplies for programs and spaces

Funds Requested: \$300

The library purchases craft supplies to support programs and drop-in activities for young children and their families in the Main Library and branches, including items such as crayons, markers, and other art supplies.

F. Supplies for processing books

Funds Requested: \$400

The library uses book jackets, bar code labels, security tags, tape, and labels to process, track, and protect books purchased for both in-house program support and the LIL program. Book and CD kits also require plastic hanging bags to keep them together and accessible to patrons.

Total funds requested: \$67,500

WC-1177

CERTIFICATE OF COVERAGE

06/24/2019

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:
 HUMBOLDT COUNTY
 ATTN: RISK MANAGEMENT DIVISION
 825 FIFTH STREET
 EUREKA, CA 95501-1172

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY
 C/O HUMBOLDT COUNTY
 ATTN: RISK MANAGEMENT DIVISION
 825 FIFTH STREET
 EUREKA, CA 95501-1172

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

GL1-2733	CO	CERTIFICATE OF COVERAGE	06/26/2019
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CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 HUMBOLDT COUNTY
 ATTN: RISK MANAGEMENT DIVISION
 825 FIFTH STREET
 EUREKA, CA 95501-1172

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**


Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	EIA 19 EL-04	07/01/2019	07/01/2020	\$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

<p>Certificate Holder</p> <p>FOR THE PURPOSE OF EVIDENCE ONLY C/O HUMBOLDT COUNTY ATTN: RISK MANAGEMENT 825 FIFTH STREET EUREKA, CA 95501-1172</p>	<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>
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