

exp: 8/30/19

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION (HCOE)
FOR 2018 - 2020**

This Agreement, entered into this 27th day of February, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and HUMBOLDT COUNTY OFFICE OF EDUCATION, a government entity, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its COUNTY ADMINISTRATIVE OFFICE ("CAO") – Economic Development Department was awarded a two year grant from the California Workforce Development Board and the Employment Development Department ("EDD") to improve the construction trades workforce and to retain the services of a qualified professional to serve as the managing entity for the Humboldt Trades Academy project; and

WHEREAS, the Humboldt Trades Academy represents a critical mechanism to align industry, education, and economic development to improve career pathways, training programs and develop a construction trades pipeline to fill local trades jobs; and

WHEREAS, CONTRACTOR desires to develop and implement a regional training program to provide youth career exploration, project based learning and opportunities to pursue trades occupations; and

WHEREAS, CONTRACTOR will hire additional staff to act as an Education/Industry Liaison to coordinate efforts and support a regional model; and

WHEREAS CONTRACTOR will develop construction trades education and career marketing tools and distribute to school districts across Humboldt to promote construction trades careers that offer income mobility and living wage opportunities.

WHEREAS such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the CAO - Economic Development Coordinator or designee thereof, herein after referred to as COORDINATOR.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until August 30, 2019 unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR 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 owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Sixty Seven Thousand Five Hundred Dollars (\$367,500). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices by the fifteenth day of the following month that services occurred. Invoices should itemize all services rendered, and costs and expenses incurred for the previous month, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, COORDINATOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office – Economic Development Department
Attention: Cindy Harrington
520 E Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County Administrative Office – Economic Development Department
Attention: Cindy Harrington
520 E Street
Eureka, CA 95501

CONTRACTOR: Humboldt County Office of Education
Attention: Chris Hartley
901 Myrtle Avenue
Eureka, CA 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR 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 pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, 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. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY 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. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR 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 local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy 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, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, 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.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR 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; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive 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.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may

immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its negligent or willful acts of misconduct or omissions (either directly or through or by its officers, officials, employees, or volunteers) in connection with its duties and obligations under this Agreement and any amendments, except such loss or damage which was caused by the sole negligence or willful misconduct of either party.

- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement 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 CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR 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 the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
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 COUNTY, its agents, officers, officials, employees and volunteers.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and 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, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers.

Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. 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."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. 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 COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. 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.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY 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, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Humboldt County Office of Education
Attention: Chris Hartley
901 Myrtle Avenue
Eureka, CA 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent entities and 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 CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. 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.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. 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.

23. 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 requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. 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.

26. STANDARD OF PRACTICE:

CONTRACTOR 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. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to COORDINATOR.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. 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.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10– Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. 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.

34. 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.

35. 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.

36. 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.

37. ENTIRE AGREEMENT:

This Agreement contains all of 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 to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

HUMBOLDT COUNTY OFFICE OF EDUCATION:

By: Chris Hartley
Name: Chris Hartley
Title: Superintendent

Date: 1/31/18

COUNTY OF HUMBOLDT:

By: Ryan Sundberg
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 2/27/2018

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: K. Lyons
Risk Management

Date: 2/16/18

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Humboldt Trades Project Plan

EXHIBIT A
SCOPE OF SERVICES
Humboldt County Office of Education
Humboldt Trades Academy
February 15, 2018 through August 30, 2019

1. SERVICES:

Humboldt County Office of Education (HCOE) will use Workforce Innovation and Opportunity Act (WIOA) Humboldt Trades Academy funds to provide the following activities:

- A. Develop and implement the Humboldt Trades Academy to deliver quality curriculum, project-based learning and a connection to employment and construction trades occupations through a mobile classroom that will rotate between all high schools in Humboldt County.
- B. Develop and implement a Summer Bridge Program providing youth access to construction trades education.
- C. Hire an Industry/Education Liaison to provide coordinated efforts between industry and education across the region and deliver the Humboldt Trades Academy program.
- D. Utilize funds to support professional development for faculty and staff involved in the training program.
- E. Develop marketing and outreach materials and distribute to school districts in Humboldt.
- F. Utilize funds to renovate and outfit the Humboldt Trades Academy trailer that will be the mobile classroom.
- G. Purchase supplies, curriculum and materials necessary to promote and operate the Humboldt Trades Academy.
- H. Utilize funds to support the Redwood Region Resource Rally event that provides youth with hands-on activities, industry feedback and career exploration for construction trades opportunities.
- I. Utilize HCOE's federally approved Indirect Cost Rate to cover overhead costs and a portion of funds to support fiscal staff acting as the pass-through agency between the County Administrative Office (CAO) and high school districts.
- J. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (DOL), as well as any and all policies, procedures and communications from the CAO that guide the operation of local WIOA discretionary projects.
- K. Maintain all necessary program and fiscal records related to transitional activities and funds.
- L. Cooperate with Director and CAO staff in the planning, operation and monitoring of the project.

2. DELIVERABLES:

HCOE will assume responsibility for multiple project deliverables throughout the course of the project including:

- A. Course outline and materials for trades curriculum and Summer Bridge Program.
- B. Outreach materials for construction trades careers.
- C. Quarterly progress reports on HCOE services.

D. Final Report on the services provided including but not limited to student, staff, and faculty's comments and/or recommendations relating to the construction trades program, trailer, and outreach materials.

3. ACCEPTANCE CRITERIA:

All deliverables will be submitted to the CAO Economic Development Coordinator and the Executive Director of the Workforce Development Board for review and input before deliverables are considered finalized.

4. COUNTY ADMINISTRATIVE OFFICE RESPONSIBILITIES:

During the course of this Agreement, CAO will:

- A. Act as fiscal agent for all WIOA Humboldt Trades Academy Funds.
- B. Provide HCOE with any and all updated State or Federal guidelines, in a timely manner.
- C. Provide HCOE with the appropriate reporting forms, collect data, and file required reports with the State of California.

EXHIBIT B
SCHEDULE OF RATES
Humboldt County Office of Education
Humboldt Trades Academy
February 15, 2018 through August 30, 2019

Humboldt County Office of Education
Humboldt Trades Academy Budget

Trades/Education Liaison	\$157,531
Liaison Assistant to support Summer Bridge Program and Trailer Renovation	\$2,866
Summer Bridge Program and Redwood Region Resource Rally	\$32,500
Marketing, supplies, materials, mileage, maintenance	\$48,849
Trailer Renovation	\$10,000
Communication Center – Marketing Campaign	\$32,000
Professional development, enhancement to existing programs	\$34,999
Indirect Cost Rate supporting Liaison & Marketing – 7.50%	\$24,375
Fiscal Support – Pass Through Funds	\$24,380
Total	\$367,500

EXHIBIT C
HUMBOLDT TRADES PROJECT PLAN

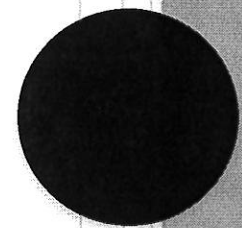


HUMBOLDT WDB
WORKFORCE DEVELOPMENT BOARD

HUMBOLDT REGIONAL TRADES PROJECT

Regional Plan Implementation

Humboldt County Workforce Development Board
November 2017



Humboldt Regional Trades Project

The Local Board that will be deemed the Regional Planning Unit's (RPU) Fiscal Agent.

Humboldt County Workforce Development Board (HC-WDB) will act as the RPU fiscal agent.

Describe RPU workforce planning goals to be covered with this grant through June 2019.

Aligning with priorities and goals set forth in the HC-WDB Regional Plan, a Humboldt Regional Trades Project has been initiated and is modeled after the successful Slingshot Healthcare Project, with industry at the center, driving strategies and outcomes. In the spring of 2017, the Northern Humboldt High School District announced that a very successful Career Technical Education program called Building Trades was being dissolved. The Building Trades program had provided high school students the opportunity to participate in building a house from the ground up, annually. The program had tremendous support from industry and local business across Humboldt and concern for the loss of this valued program was voiced at a subsequent school board meeting. In response, industry was invited to a roundtable discussion facilitated by an industry champion from O&M Industries and the HC-WDB Chair. Key priorities emerged, leading to three working groups: 1) rebranding/marketing Trades careers; 2) seed funding and sustainability; and 3) development of a regional training program.

The planning goals to be covered through June 2019:

1. Developing and implementing a Regional Trades Marketing Campaign. Marketing materials will be developed and pushed out through media, social media, classrooms, school counselors and the Education at Work program.
2. Development of a Regional Trades Training Program. Dynamic discussions are occurring between industry leaders and education, however preliminary and exploratory at this point, the model may include:
 - Freshman (introductory course) - Career exploration, laying the foundation for the pathway
 - Sophomore (concentrator course) - Continued career exploration and hands-on learning in shop classes
 - Junior and Senior (capstone courses) – Part classroom teaching and part on-site rotations at a variety of industry worksites. Ideally courses would include dual enrollment and pathway alignment with College of the Redwoods.
3. Hiring a Regional Industry/Education Trades Liaison. Humboldt County Office of Education (HCOE) will hire credentialed staff with a background in the Trades industry and education to provide ongoing coordination and support for the Humboldt Regional Trades Project.
4. Pre-apprenticeship and apprenticeship programs. Continued research will occur to determine the most appropriate model for Humboldt.
5. Create career track alignment between K-12 and College of the Redwoods. Efforts will take place to identify dual enrollment opportunities and create improved alignment.
6. Seed funding and sustainability. Funds to support the project will be provided through grants, community/industry contributions, donor funds, in-kind match, and partner resources. Outreach and research will be ongoing to identify additional partners, resources and opportunities.

High Demand and High Wages

Construction trades occupations offer good wages with a short skills-based education from a career technical training program. Among the highest paying occupations, construction trade occupations offer physical, hands-on work while still being very mentally engaging. Many academic and career-oriented courses are available to provide students with the opportunity to gain work experience in the construction trades through apprenticeships, job shadowing, on-the-job training, and industry recognized certification opportunities. Career Technical Education programs, depending on their size, configuration, location, and mission, provide a wide range of learning experiences in construction trades, such as plumbing or electrical contracting. Many of the jobs in these areas are in high demand by employers and projected to grow.

The Labor Market Information Division (LMID) of the California Employment Development Department provides occupational projections for the jobs anticipated to have the fastest growth in new jobs from 2014 to 2024. In the North Coast region, consisting of Del Norte, Humboldt, Mendocino and Lake Counties, many occupations in the constructions trades are found among the fastest growing occupations. The table below provides several examples.

Table 1: Sample Construction Occupations in 2014-2024 Fastest Growing Occupations¹

Occupational Title	Total New Job Openings 2014-2024	Median Annual Wage 1 st Quarter 2016	Entry Level Education
Construction Laborers	150	\$37,058	Post-secondary non-degree award
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	80	\$50,062	Post-secondary non-degree award
Plumbers, Pipefitters, and Steamfitters	70	\$51,175	Post-secondary non-degree award/Associate's degree
Electricians	70	\$61,451	Post-secondary non-degree award/Associate's degree
First-Line Supervisors of Construction Trades and Extraction Workers	60	\$60,740	Post-secondary non-degree award/Associate's degree

Many other construction trades occupations are projected to see good employment opportunities, as the field is currently experiencing an acute shortage of skilled workers. While the shortage is being caused by diverse factors, two trends are the chief drivers behind the shortage. First, the decline in available workers reflects the movement in American high schools over the last decade towards focusing on preparing students for four-year colleges, rather than for career technical occupations.² As a result, recruitment for many skilled trades, including construction trades, has failed to keep pace with employer demand. The second driver is the ongoing demographic shift in the population. Many baby boomers entered skilled construction trade professions due to relatively easier entrance requirements that lead to positions that provided a living wage without the delayed results and expenses of a four year degree. Ongoing waves of

¹ California Employment Development Department: Labor Market Information Division. (2017). 2014-2024 Fastest Growing Occupations, North Coast Region (Del Norte, Humboldt, Mendocino, Lake); October 2017

² Wright, J. (2013). Forbes. *America's Skilled Trades Dilemma: Shortages Loom As Most-In-Demand Group Of Workers Ages*; March 2013

baby boomer retirement continues to leave a void in the construction trades work force which will need to be filled by younger, trained workers. The table below provides some examples of additional construction trades occupations projected to increase employment.

Table 1: North Coast Region Building Trades Occupational Projections 2014-2024³

Occupational Title	Annual Average Job Openings 2014-2024	Median Annual Wage 1 st Quarter 2016	Entry Level Education
Operating Engineers and Other Construction Equipment Operators	16	\$49,143	Post-secondary non-degree award
Painters, Construction and Maintenance	11	\$44,335	High school diploma or equivalent
Carpenters	26	\$58,270	Post-secondary non-degree award/Associate's degree
Welders, Cutters, Solderers, and Brazers	7	\$37,196	Post-secondary non-degree award/Associate's degree
Roofers	9	\$39,172	High school diploma or equivalent
Maintenance and Repair Workers, General	58	\$34,416	High school diploma or equivalent

Define the RPU leadership commitment including the individual Local Board roles and responsibilities toward accomplishing regional goals.

The Slingshot Healthcare Project provided an opportunity to develop partnerships and create an effective leadership team which will carry forward to the Humboldt Regional Trades Project. The leadership will be comprised of the HC-WDB, HCOE, College of the Redwoods and Industry Champions. The HC-WDB will be the lead on project management, brokering, convening and coordinating partnerships and ensuring that the efforts are county-wide and benefit the region as a whole.

Define roles and responsibilities of current stakeholders, partners, and coalition commitments; how the relationships are going to be maintained and how the region will obtain and strengthen new commitments.

Partnerships will be maintained by continuous engagement and an action oriented approach. Industry meetings and working groups will support developing a model that will benefit the region. All partners to the project are pro-active and engaged in the community, having conversations. As opportunities arise, HC-WDB and HCOE staff pursue all viable avenues and establish new partnerships that will continue to drive the success of the project. As an example, HC-WDB became aware of the Prop 39 Project and initiated and attended a meeting between the Prop 39 Director, College of the Redwoods, and HCOE. Many possibilities are being researched to determine ways to collaborate and leverage funds and resources.

³ California Employment Development Department: Labor Market Information Division. (2017). 2014-2024 Fastest Growing Occupations, North Coast Region (Del Norte, Humboldt, Mendocino, Lake); October 2017



Trades Industry Champions		
O&M Industries	JLF Construction	McKeever Energy
Danco Builders	Azalea Realty	DTM Developers
Forbusco Lumber	LACO Associates	Kramer Construction
Maples Plumbing	SJR Masonry	McCullough Construction
Hooven, Inc.	Humboldt Builders Exchange	Miller Farms
Evergreen Landscape	Bay Tank and Boiler Works	Pacific Builders
Responsibilities		
Industry champions will be at the center of the Humboldt Regional Trades Project, determining strategies and outcomes. Meetings are occurring and three workgroups have been established: ♦Marketing/Branding Trades Careers ♦Funding/Sustainability ♦Program Design/Training Program		

Education Partners	Responsibilities
Humboldt County Office of Education	Dual enrollment, summer bridge program, and development of Regional Training Program
College of the Redwoods	
High School Districts TBD	
Doing What Matters, Strong Workforce	Rebranding CTE materials, and resources
Prop 39 Project	Dual enrollment, summer bridge program
Additional Partners	Responsibilities
Humboldt Area Foundation	Grant funds, establishment of donor fund and community fund
Senator Mike McGuire's Office	Support

Describe RPU's vision for success; identify benchmarks or how progress will be measured.

A successful program will result in increased awareness of living wage and income mobility opportunities and a recognition that Trade careers are a viable, credible option. Students entering into Trades career tracks will graduate, better prepared to fill the growing demand and access to good paying jobs and purposeful careers.

Benchmarks	
Enrollments in the Regional Training Program	Tracking industry valued certificates
Trades viewed as viable career, pre/post survey	Completion of Trades career tracks
Employers notice uptake in qualified applicants	Industry involvement, ie... job shadows, tours...

Advise how the RPU plans to sustain efforts and obtain additional investments to continue toward accomplishing all Regional Plan goals.

Humboldt Area Foundation (HAF) is an organization that partners with other funders and supporting organizations and provides financial opportunities through grants and scholarships. HAF serves as a vehicle for community members to pool their funding around a specific cause to address pressing needs. HAF will provide sustainable financial support through grants, developing a donor fund and establishing a community fund, allowing industry to contribute. Industry has voiced commitment to contributing financially in order to develop an effective and sustainable model. K-12 high school districts are exploring concepts like hiring a multi-district teacher to rotate among campuses, therefore sharing costs. K-12 grant writers are pursuing complimentary funding opportunities. As the project is developed, additional leveraged funds and resources will be reported.

WIOA Implementation and Innovation - Regional Organizer
Regional Plan Implementation Workplan

RPU and RO: Humboldt County/ Allison Tans

Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
Promote Trades occupations so that students understand the variety of jobs and living wages and annual income	<ol style="list-style-type: none"> 1. Produce Labor Market Information materials to showcase the necessary training, wages and annual income 2. Develop a regional marketing campaign and push out throughout Humboldt 3. Provide school counselors marketing materials to promote classes 4. Use Education at Work program to promote and track industry involvement 	<ol style="list-style-type: none"> 1. Launch Campaign 2. Humboldt school districts and community college have access and are using tools 	Fall 2018
Develop a Regional Training Model	<ol style="list-style-type: none"> 1. Host working group meetings with industry, workforce and education to develop the model 2. Identify workites to provide rotations for juniors and seniors 3. Seek industry input for curriculum 4. Hire an Industry/Education Liaison 	<ol style="list-style-type: none"> 1. Determine curriculum model 2. Increased businesses participating in Education at Work 3. Industry commitments to provide workites for capstone 	Spring 2019
Provide pre-apprenticeship and apprenticeship opportunities for youth	<ol style="list-style-type: none"> 1. Regional Organizer will take the lead on research 2. Interview industry for input 3. Interview unions for input 4. Explore effective models / tour areas that have effective models 5. Present findings to Trades Industry Team 	<ol style="list-style-type: none"> 1. Selection of pre-apprenticeship and/or apprenticeship model 	Spring 2019
Career track alignment between K-12 and College of the Redwoods	<ol style="list-style-type: none"> 1. Identify opportunities for dual enrollment 2. Host K-12 and College of the Redwoods faculty meetings to better align programs 3. Explore Summer Bridge Program 	<ol style="list-style-type: none"> 1. More dual enrollment 2. Better alignment 3. Plans/partnerships for Summer Bridge Program 	Spring 2019
Secure additional funding and sustainability opportunities	<ol style="list-style-type: none"> 1. Apply for grant funds 2. Humboldt Area Foundation to create community fund, allowing industry to contribute 3. Humboldt Area Foundation to develop donor fund 4. Pursue additional resources that are in alignment with the project 	<ol style="list-style-type: none"> 1. Donor fund established 2. Community fund established 3. Grant funds received 4. Grants being pursued 	Spring 2019

Please add more rows as needed

**Regional Plan Implementation
Workplan (Form I)**



STATE USE	FORM I
Subgrant Number	
Grant Code	
Begin Date	
Modification Date	

Applicant County of Humboldt
Project Name Humboldt Regional Trades Project

Objectives/Activities	Estimated Dates
-----------------------	-----------------

Use: Start-up Activities, Business Partners Selected to Hire PWD, Outreach and Recruitment, Screening/Enrollment/Assessment, Work Activities (Preparation/Readiness, PWEX, TJ, OJT, Etc.), Employment Retention and Follow-up, Closeout Activities, and Other (Describe)

Quarter 1	
Start up activities	
Other - host industry meetings and working group meetings	ongoing
Determine Training Program Model	by March 2018
Explore effective marketing/branding campaign	Begin Feb 2018
Submit grant application to HAF for \$20,000	Submit Feb 2018
Quarter 2	
Other - host industry meetings and working group meetings	ongoing
Begin to develop marketing tools/branding	April-June 2018
Explore pre-apprenticeship/apprenticeships	Begin April 2018
Work with HCOE and HAF to establish Community Fund	April-June 2018
Work with HAF to develop Donor Fund	April-June 2018
Quarter 3	
Other - industry working group meetings	ongoing
finalize marketing campaign, prepare to push out	by August 2018
seek,additional leveraged funds and resources	ongoing
industry/education choose curriculum	by August 2018
Meeting with K-12 and CR for dual enrollment	July-Sept 2018
Hire credentialed Industry/Education Liaison	Sep-18
Quarter 4	
Other - industry working group meetings	ongoing
Launch marketing campaign	Oct-18
Seek additional leveraged funds and resources	ongoing
Dual enrollment/pathway alignment	by Dec 2018
Present apprenticeship models to industry groups	Nov-18
Explore Summer Bridge Program	Oct-Dec 2018
Curriculum approval at school districts	Nov-18
Quarter 5	
Other - industry meetings when appropriate	ongoing
Prepare for Summer Bridge Program	Jan-March 2019
Selection of pre-apprenticeship/apprenticeship program	Jan-March 2019
Additional funds secured to implement	By March 2019
dual enrollment established	By March 2019
Enroll youth into Training Program courses for Fall 2019	Jan-March2019

**Regional Plan Implementation
Workplan (Form I)**

Quarter 6	
Other - follow up on any pieces needed	By May 2019
Grant closeout	Jun-19

Please add rows to thoroughly describe your Proposed Strategic Approach as written on SFP Form A.

**Regional Plan Implementation
Budget Summary (Form F)**



STATE USE ONLY	FORM F
Subgrant Number	
Grant Code	
Begin Date	
Modification Date	

Applicant	County of Humboldt
Project Name	

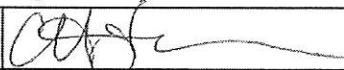
Line Item	Expense Item	Amount Requested	Amount Leveraged	Total Project Budget	Source of Leveraged Funds	In-Kind/ Cash
A.	Staff Salaries	\$40,425.82		\$40,425.82		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
B.	Number of full-time equivalents: .67					
C.	Staff Benefit Cost	\$19,574.18		\$19,574.18		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
D.	Staff Benefit Rate (percent) 33%					
E.	Staff Travel	\$10,000.00		\$10,000.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
F.	Operating Expenses (communications, facilities, utilities,			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
G.	Furniture and Equipment					
1.	Small Purchase (unit cost of under \$5,000)			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
2.	Equipment Purchase (unit cost of \$5,000 or more and useful life			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
3.	Lease			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
H.	Consumable Testing and Instructional Materials			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
I.	Tuition Payments/Vouchers			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
J.	On-The-Job Training			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
K.	Participant Wages and Fringe Benefits			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
L.	Participant Support Services			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
M.	Contractual Services (must complete Form G)	\$630,000.00	\$151,596.00	\$781,596.00	Humboldt County Office of Education	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
N.	Indirect Costs*(complete items 1 and 2 below)			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
O.	Other (describe): WDB Regional Organizer			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
P.	TOTAL FUNDING**	\$700,000.00	\$151,596.00	\$851,596.00		
Total Award						\$ 700,000
**Administrative Costs						\$ 70,000
Program Costs						\$ 630,000


*Indirect Cost Rate must be negotiated and approved by Cognizant Agency, per Appendices III or IV to Uniform Guidance, 2CFRPart200.

1. Indirect Cost Rate (percent):
2. Name of Cognizant Agency:

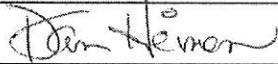
** A maximum of 10% of the total project budget will be allowed for administrative costs+ICR.

Regional Plan Implementation
Signature Page

Applicant	Signature	Date
County of Humboldt		11/1/17

Regional Orgainzer	Signature	Date
Allison Tans		10/31/2017

Local Board:

Local Board Partner (Name)	Signature	Date
Dan Heinen, WDB Board Chair		10/27/2017

Local Board:

Local Board Partner (Name)	Signature	Date

Local Board:

Local Board Partner (Name)	Signature	Date

Local Board:

Local Board Partner (Name)	Signature	Date

Local Board:

Local Board Partner (Name)	Signature	Date

Local Board:

Local Board Partner (Name)	Signature	Date

Local Board:

Local Board Partner (Name)	Signature	Date

System Partner (Optional):

System Partner Partner (Name)	Signature	Date

System Partner (Optional):

System Partner Partner (Name)	Signature	Date

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
www.keenan.com

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Northern California ReLiEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Humboldt County Office Of Education
North Coast SIG
901 Myrtle Avenue
Eureka CA 95501

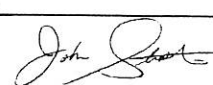
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/>] GENERAL LIABILITY [<input checked="" type="checkbox"/>] CLAIMS MADE [<input checked="" type="checkbox"/>] OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS []	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/>] ANY AUTO [<input checked="" type="checkbox"/>] HIRED AUTO [<input checked="" type="checkbox"/>] NON-OWNED AUTO [<input checked="" type="checkbox"/>] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/>] ALL RISK [<input checked="" type="checkbox"/>] EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/>] EMPLOYERS' LIABILITY	PIPS 00143-14	7/1/2017 7/1/2018	\$	[] WC STATUTORY LIMITS [<input checked="" type="checkbox"/>] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
As respects to the agreement between the County of Humboldt and Humboldt County Office of Education for the Slingshot Initiative Project through the coverage expiration date.

CERTIFICATE HOLDER:
County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka CA 95501

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


John Stephens
AUTHORIZED REPRESENTATIVE

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY Humboldt County Office Of Education North Coast SIG	COVERAGE DOCUMENT NCR 00104-31	ADMINISTRATOR Keenan & Associates
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka CA 95501

As Respects:

As respects to the agreement between the County of Humboldt and Humboldt County Office of Education for the Slingshot Initiative Project through the coverage expiration date.

The County of Humboldt, and its agents, officers, officials, employees and volunteers are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage.



Authorized Representative

Issue Date: 11/21/2017