



America’s Job Center of California Consortium Operator Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the Humboldt County Workforce Development Board (HC-WDB or COUNTY) and the three agency consortium (collectively as "AJCC CONSORTIUM OPERATOR"): College of the Redwoods (CR), Redwood Community Action Agency (RCAA) and Smart Business Resource Center (SBRC).

The purpose of this MOU is to outline the agreed upon responsibilities to provide oversight to the America's Job Center of California (AJCC) system in Humboldt County.

1. ROLES AND RESPONSIBILITIES

<u>PARTY</u>	<u>ROLES AND RESPONSIBILITIES</u>
HC-WDB	Oversight of the AJCC.
CR RCAA SBRC	<p>The role of the AJCC CONSORTIUM OPERATOR includes the following:</p> <ul style="list-style-type: none"> • Coordinating the service delivery of required AJCC partners and service providers. • Ensuring the implementation of partner responsibilities and contributions agreed upon in Memorandum of Understanding – Phase I and II. • Reporting to the HC-WDB on operations, performance, and continuous improvement recommendations. Operators may be asked to take on additional tasks as directed by the HC-WDB. • Implementing local policies established by the HC-WDB. • Adhering to all applicable federal and state guidance. <p>AJCC CONSORTIUM OPERATOR must adhere to the following:</p> <ul style="list-style-type: none"> • Disclose any potential conflicts of interest arising from the relations of the AJCC CONSORTIUM OPERATOR with particular training service providers or other service providers in accordance with Uniform Guidance Section 200.318. • Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services.

<u>PARTY</u>	<u>ROLES AND RESPONSIBILITIES</u>
CR RCAA SBRC	<ul style="list-style-type: none"> • Comply with federal regulations and procurement policies relating to the calculation and use of profits as outlined in Uniform Guidance. • Adhere to any applicable firewall or internal controls.

2. Term

This Agreement shall begin upon execution by all parties and shall remain in full force and effect until June 30, 2022 unless sooner terminated as provided herein.

3. Termination

- A. Breach of MOU. If, in the opinion of COUNTY, AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR. Such notice shall state the effective date of the termination.

4. Insurance Requirements

This Agreement shall not be executed by COUNTY, and AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR indemnification obligations provided for herein, AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR 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, AJCC CONSORTIUM OPERATOR. 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 AJCC CONSORTIUM OPERATOR 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, AJCC CONSORTIUM OPERATOR insurance is the

primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to AJCC CONSORTIUM OPERATOR 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. AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR 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 AJCC CONSORTIUM OPERATOR 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

AJCC CONSORTIUM PARTNERS:

College of the Redwoods
Attention: President
7351 Tompkins Hill Rd
Eureka, CA 95501

Redwood Community Action Agency
Attention: Executive Director
904 G Street
Eureka, CA 95525

Smart Business Resource Center
Attention: Executive Director
1201 Placer Street
Redding, CA 96001

5. Indemnification

AJCC CONSORTIUM OPERATOR agrees to indemnify, defend and save harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of AJCC CONSORTIUM OPERATORS, its agents and employees, pertaining to the performance of this agreement.

6. Assignment

Any MOU resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

7. Record Maintenance

AJCC CONSORTIUM OPERATOR shall maintain all records that are pertinent to the activities under this Agreement. Records for non-expandable property acquired under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the foregoing, AJCC CONSORTIUM OPERATORS shall retain all books, records, accounts, documentation, and all other materials relevant to the Agreement for a period of four (4) years from the date of termination of the Agreement, or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to the Agreement and any amendments, whichever is later.

AJCC CONSORTIUM OPERATOR shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the State and HC-WDB, and will coordinate with the County of Humboldt.

8. Audits & Inspections

AJCC CONSORTIUM OPERATOR shall allow HC-WDB to monitor and audit the performance of the Agreement for conformity with its state and/or federal contractual obligations. HC-WDB has the right to monitor all activities related to the Agreement, including the right to review and monitor AJCC CONSORTIUM OPERATOR'S records, programs or procedures, at any time, as well as the overall operation of AJCC CONSORTIUM OPERATOR'S programs in order to ensure compliance with the terms and conditions of the Agreement.

All AJCC CONSORTIUM OPERATOR records with respect to any matters covered by the Agreement shall be made available to the County, WIOA, DOL, and/or any designees of the State of California or the Federal Government, without restriction, at any time during normal business hours, and as often as the

above-referenced entities deem necessary, to monitor, audit, examine, evaluate, and make excerpts or transcripts of all relevant data. AJCC CONSORTIUM OPERATORS shall timely respond to any request by HC-WDB which HC-WDB deems necessary to evaluate AJCC CONSORTIUM OPERATORS compliance with any County, state, or federal requirements.

Any deficiencies noted in audit reports must be fully cleared by AJCC CONSORTIUM OPERATOR within thirty (30) days after receipt by AJCC CONSORTIUM OPERATOR. Failure of AJCC CONSORTIUM OPERATOR to comply with the above retention, auditing, monitoring, and inspection requirements will constitute a violation of the Agreement and may result in the withholding of future payments and/or termination. AJCC CONSORTIUM OPERATOR hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning AJCC CONSORTIUM OPERATORS audits and, as applicable, OMB Circular A-133.

AJCC CONSORTIUM OPERATOR hereby agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR, Part 200.

9. Monitoring

AJCC CONSORTIUM OPERATOR may be visited at any time by representatives of the HC-WDB, County of Humboldt staff, State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of WIOA projects. All organization records must be available for inspection. All areas of the project will be subject to examination and could include, but is not limited to, inspection of participants' personnel files and applications, and the financial bookkeeping records. WIOA participants may be interviewed to verify eligibility, ensure proper personnel procedures required under the Act are being followed, and to ensure provision of adequate services as prescribed by MOU. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of organizations partnering with the AJCC CONSORTIUM OPERATOR to ensure provision of agreed upon services.

10. Conflict of Interest

AJCC CONSORTIUM OPERATOR warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

11. Compliance With Applicable Laws

AJCC CONSORTIUM OPERATOR agrees to comply with all local, state and federal laws, regulations and policies applicable to the AJCC services activities performed pursuant to the terms and conditions of this Agreement.

12. Entire Agreement

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 hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

13. 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 for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

14. Counterparts


This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

This MOU is the complete agreement between the HC-WDB, RCAA, CR and SBRC and may be amended only by written agreement signed by each of the parties involved.

[Signature Pages Follow]

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement.

Dated October 18, 2019

By: 
Humboldt County Workforce
Development Board
Dena McCullough, Chair

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement.

Dated October 18, 2019

By: Keith Flamer
College of the Redwoods
Dr. Keith Flamer, President

Dated October 23, 2019

By: 
Redwood Community Action Agency
Val Martinez, Executive Director

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement.

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement.

Dated October 25, 2019

By: 
Smart Business Resource Center
Wendy Zanutelli, Executive Director