

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
Southern Humboldt Family Resource Center
FOR FISCAL YEARS 2021-2022 THROUGH 2022-2023**

This Agreement, entered into this 1st day of July, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Southern Humboldt Family Resource Center, a California Social Service provider hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Sheriff's Office, desires to retain a qualified professional to provide youth focused outreach, drug prevention and educational services for the purpose of achieving the goals outlined in the approved Board of State and Community Corrections (BSCC) Proposition 64 Grant; and

WHEREAS, COUNTY and CONTRACTOR wish to work together towards achieving the goals included in the BSCC Proposition 64 Grant; and

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 adequately trained, skilled, experienced and qualified to perform the youth focused outreach, drug prevention and educational services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Sheriff, or a designee thereof, hereinafter referred to as "Sheriff":

2. TERM:

This Agreement shall begin on July 1, 2022 and shall remain in full force and effect until September 30, 2023 unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

- C. Termination due to 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 this Agreement is terminated, 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. 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 as if set forth in full.
- B. 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. Any and 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 quarterly invoices itemizing all services rendered, and costs and expenses incurred, 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, the Sheriff or his designee 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 shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY electronically at the following address:

COUNTY: SheriffBusinessOffice@co.humboldt.ca.us

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: Humboldt County Sheriff
Attention: Humboldt County Sheriff's Business Office
826 4th Street
Eureka, CA, 95501

CONTRACTOR: Southern Humboldt Family Resource Center
Attention: Amy Terrones, Community Resources Director
344 Humboldt Ave.
Redway, CA. 95560

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes 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 pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such 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 pursuant to the terms and conditions of this Agreement, 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 the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other 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 other 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, without limitation, 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, policies, procedures and overall business operations, at any time, 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 CONTRACTOR's performance hereunder.

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, without limitation: 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 Requirements. 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 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, 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 Sections 8101, *et seq.* 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:

By executing this Agreement, CONTRACTOR certifies 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 provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), 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:
 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 hereunder will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in

connection with, CONTRACTOR's negligent performance of, 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 COUNTY.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether 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 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 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 set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions 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, 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 (1) 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, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, 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 and 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 regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- 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 or 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 property damage caused by explosion or collapse of structures or underground damage, 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 requirements 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) 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 shall not affect the coverage provided to COUNTY or 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. 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 any other available remedies, take out the necessary insurance and 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 hereunder 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: Southern Humboldt Family Resource Center
Attention: Amy Terrones, Community Resource Director
344 Humboldt Ave
Redway, CA. 955560

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is 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, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

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 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 which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. 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.

25. 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.

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, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports 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:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, 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 the Sheriff in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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 OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3D – 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 (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein 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, and without the 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 their 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. COUNTERPART EXECUTION:


This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of 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.

39. 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.

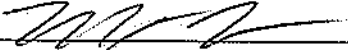
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

Southern Humboldt Family Resource Center:

By: 
Name: Amy Terrones

Date: 6/3/2022

Title: Community Resource Director

By: 

Date: 6/6/2022

Name: Matt Rees

Title: CEO

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 06/11/2022

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Reporting Matrix

EXHIBIT A
SCOPE OF SERVICES
 Southern Humboldt Family Resource Center
 Fiscal Yrs. 2022-2023

This agreement stands as evidence that the Humboldt County Sheriff’s Office and the Southern Humboldt Family Resource Center intend to work together toward the goals outlined in the approved BSCC Prop 64 Grant. The Humboldt County Sheriff will help fund the hiring of a Youth Prevention Coordinator for the Southern Humboldt Family Resource Center. The Youth Prevention Coordinator will provide services focused on youth outreach, prevention, and education. They will facilitate various activities that will make a meaningful difference to Southern Humboldt’s youth and help foster opportunities to develop the skills needed to become successful adults. The Youth Prevention Coordinator will act as a mentor to at-risk students, addressing substance use/misuse and career exploration, in addition to intervening to promote healthy behaviors.

1. SERVICES:

- a. Facilitate trauma-informed, culturally relevant, developmentally appropriate, and community-driven youth prevention and intervention programs that address substance use/misuse.
- b. Promotion of healthy behaviors and environments that minimize harm associated with substance use.
- c. Engagement of youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive while also recognizing, utilizing, and enhancing youth’s strengths.
- d. Promotion of positive outcomes for youth by providing opportunities, fostering positive relationships, and support needed to build on their strengths.
- e. Increase individual’s protective factors such as positive family support, caring adults, positive peer groups, strong sense of self/self-esteem, and engagement in school/community activities.
- f. Certation of opportunities for career exploration and engagement with community agencies such as the Fire Departments, Sheriff’s office, and community service providers.
- g. Aid in the improvement of the lives of children and adolescents by meeting their basic physical, developmental, and social needs
- h. Support of youth in building the competencies needed to become successful adults.
- i. Data collection and reporting.

2. SCHEDULE:

The Southern Humboldt Family Resource Center shall provide all reporting data as required under REPORTING REQUIREMENTS Exhibit C for each quarterly report to the Humboldt County Sheriff Office’s Crime Analyst by the following dates:

REPORTING PERIOD 1	July 1, 2022 – September 30, 2022	DUE: 11/08/2022
REPORTING PERIOD 2	October 1, 2022 – December 31, 2022	DUE: 02/08/2023
REPORTING PERIOD 3	January 1, 2023 - March 31, 2023	DUE: 05/08/2023
REPORTING PERIOD 4	April 1, 2023 – June 30, 2023	DUE: 08/08/2023

REPORTING PERIOD 5

July 1, 2023 – September 30, 2023

DUE: 11/08/2023

3. DELIVERABLES:

The Southern Humboldt Family Resource Center's Youth Prevention Coordinator will provide services focused on youth outreach, substance abuse prevention, and education (with a specific focus on marijuana). The Youth Prevention Coordinator will act as a mentor to at-risk students, addressing marijuana substance use/misuse through use of the SAMHSA/NIDA curriculum (developed with the Healthy Communities division of Public Health and Allies of Substance Abuse Prevention – drug and alcohol curriculum for all Humboldt County Schools), career exploration, and intervening to promote healthy behaviors using the Youth ALIVE! model.

The Southern Humboldt Family Resource Center's Youth Prevention Coordinator will reach out to and provide the above listed services to the Southern Humboldt high school population of 245 students and 120 family members (parents), however will provide 1:1 intensive intervention to approx. 60 students.

4. ACCEPTANCE CRITERIA:

The Southern Humboldt Family Resource Center shall commit to timely reporting as described under SCHEDULE, above, and maintain records of all documents and data produced during this project and provide upon request.

5. REPORTING REQUIREMENTS:

In addition to the Reporting Requirements contained in the Agreement, the Southern Humboldt Family Resource Center shall obtain, record, and submit data in EXHIBIT C for each reporting period listed above under SCHEDULE to the Humboldt County Sheriff Office's Crime Analyst.

EXHIBIT B
SCHEDULE OF RATES
 Southern Humboldt Family Resource Center
 Fiscal Yrs 2022-2023

1. RATE OF COMPENSATION AND EXPENSES:

A. Personnel Costs	
<i>Formula for salary calculations and any benefits should be clearly identified</i>	
Title: Community Resource Director Salary Calculation: \$41.50/ hour, 2 hr./ wk., 140 hr. Duties Description: Supervision	\$5,810.00
Title: Youth Prevention Coordinator Salary Calculation: \$32.00/ hour, 2100 hours (70 wks. x 32 hr./wk.) + 30% benefits Duties Description: Youth Prevention Program Coordinator	\$67,200.00 \$20,160.00
Total Personnel Costs:	\$93,170.00
B. Operational Costs	
Item: (in-kind) Description:	
Total Operational Costs:	\$0
C. Supplies	
Item: Consumable Goods Description: Food for student and parent workshops, field trips, Safe & Sober Grad	\$5,500.00
Item: Group Goods Description: Journals, Art supplies, etc.	\$1,500.00
Total Supply Costs:	\$7,000.00
D. Transportation/Travel (Travel expenses must follow Humboldt County Travel Policy Limits)	
Item: Mileage Reimbursement - Description: Mileage to attend outlying schools	
Total Transportation/Travel Costs:	\$1,500.00
Total Transportation Costs	\$1,500.00
Item: Description:	
Total Other Costs:	
Grand Total:	\$101,670.00

EXHIBIT C REPORTING REQUIREMENTS

SECTION 1: Youth Enrollment Quarterly Totals

Report the total number of youths entering and participating in your project during the current reporting period.

1.1 Youth Referrals Enrollments

Record the number of youth entering the project *during the current reporting period*. Each line should represent an unduplicated count of individuals. Line 1 should include all individual youth referred to the project. This should only count each individual one time, even if they were referred multiple times this quarter or during a previous quarter. Line b. should show the number of youth enrolling in the project for the FIRST TIME. Any reenrollments will be counted on lines c. and d. as needed.

	Total Youth this Quarter
a. Total Youth Referred to Project	
b. Total Youth Enrolling for the FIRST TIME	
c. Total Youth Enrolling for the SECOND TIME	
d. Total Youth Enrolling for the THIRD TIME OR MORE	

1.2 Youth Enrollments

In this section, report data for youth entering your project for the First Time, Second Time, and Third or More Times. If a youth has exited the project for any reason and returned, they are considered a "re-entry". All data for youth re-entering the project will be recorded in the SECOND TIME Enrollments column or the THIRD OR MORE Enrollments Column below, as appropriate.

a. Point of Entry

Report information for individuals enrolling in the program *during the current reporting period*. For each enrollment cohort (first time, second time, and third or more), these totals should represent an unduplicated count for each line, though youth may be counted multiple times in different rows.

Entry into Services this Quarter	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
1. Source of Referrals (into your services):			
a. Probation			
b. Court			
c. Community Organization			
d. School/Truancy			
e. Police/Law Enforcement			
f. Service Referral			
g. Self or Family Referral			

h. Outreach			
i. Other			
2. Point of Youth Diversion:			
a. No contact with law enforcement			
b. Informal contact with law enforcement			
c. Pre-adjudication			
d. Post-adjudication			
e. Unknown			
Point of Youth Diversion TOTAL			
3. Youth Participation Status:			
a. Mandated			
b. Voluntary			
c. Unknown			
Youth Participation Status TOTAL			

b. Demographics of Participants at Enrollment

Record the demographics of youth entering the project *during the current reporting period*. The total number of FIRST TIME, SECOND TIME, and THIRD OR MORE Enrollments in each of the demographic tables below should equal the totals provided in the box in section 1.1 (lines b, c, and d) above.

1. Age Groups	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
a. 12 years or younger			
b. 13-17 years			
c. 18-20 years			
d. Unknown			
TOTAL			

2. Gender Identity	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
a. Female			
b. Male			
c. Non-binary/3rd Gender			
d. Prefer to Self-Define			
e. Prefer Not to State			
f. Other			
g. Unknown			
TOTAL			

3. Race/Ethnicity	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
a. American Indian/Alaska Native			
b. Asian (Total)			
Chinese			
Japanese			
Filipino			
Korean			
Vietnamese			
Asian Indian			

Laotian			
Cambodian			
Other			
c. Black or African American			
d. Hispanic, Latino, or Spanish			
e. Middle Eastern/North African			
f. Native Hawaiian/Pacific Islander (Total)			
Native Hawaiian			
Guamanian			
Samoan			
Other			
g. White			
h. Other identified ethnic origin, ethnicity, or race			
i. Decline to state			
j. Multi-ethnic origin, ethnicity, or race that <i>includes</i> American Indian/Alaska Native			
k. Multi-ethnic origin, ethnicity, or race that <i>does not</i> include American Indian/Alaska Native			
l. Unknown			
TOTAL			

4. Education Status	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
a. Enrolled in school (Total)			
Elementary school			
Middle school/Junior high			
High School			
Other school/training			
b. Not enrolled in school (Total)			
High school diploma or GED			
Did not graduate			
Other (describe)			
c. Unknown/Did not collect			
TOTAL			

5. Employment	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
a. Student – not looking for employment			
b. Employed – not looking for employment			
c. Employed – looking for addition/other employment			
d. Not employed – looking for employment			
e. Other (not employed or a student, but not looking for employment due to disability, treatment, etc.)			
f. Unknown/Did not collect			
TOTAL			

6. Risk Status	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
a. Low			
b. Moderate			
c. High			
d. Unknown/Did not collect			
TOTAL			

c. Youth Participating in Development Activities and Case Management

Record the total number of youths enrolled in your project who are participating in each activity *during the current reporting period*. The same youth may be reported across multiple activities and quarters.

	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
1. Ongoing assessment of risk/needs			
2. Behavior change plans			
3. Referral/linkage to community-based support services			
4. Referral/linkage to substance use services			
5. Referral/linkage to mental health services			
6. Referral/linkage to any other services			
7. Substance use awareness education			
8. Academic support/tutoring			
9. Career counseling/job shadowing			
10. Leadership/mentor training			
11. Individual/group counseling			
12. Individual/group mentoring			
13. Individual/family support services			
14. Life skills training			
15. Pro-Social activities/ Recreational events			
16. Skill building activities			
17. Workshops			
18. Other (describe):			

SECTION 2: Youth Exited Quarterly Totals

Report the total number of youth who participated in development activities and case management who exited your project *during the current reporting period*.

2.1 Youth Exited During Quarter

a. Total Youth Exited During Quarter

Record the number of youth exiting *during the current reporting period* based on the number of times they entered your project.

1. From First Entry	
2. From Second Entry	
3. From Third or More Entries	

b. Reasons for Youth Exit

Record the number of youth who exited your project *during the current reporting period*. The values in each column should be a non-duplicated count, so the TOTAL lines should match the values on Lines 1., 2., and 3. (respectively) in the box in Section 2.1 above.

Reasons for youth exit	FIRST TIME Enrollments	SECOND TIME Enrollments	THIRD OR MORE Enrollments
1. Successful Completion			
2. Dropped Out/Lost Contact			
3. Non-Compliant (asked to leave)			
4. Arrest/Incarceration			
5. Services not appropriate for youth			
6. Other			
7. Did not collect			
TOTAL			

c. Successful Exits

Record the demographics of youth who are exiting the project as a **successful completion** *during the current reporting period* based on their enrollment category (FIRST TIME, SECOND TIME, or THIRD OR MORE). The TOTAL number of youth successfully exiting this quarter for each enrollment category in the demographic tables below should equal the corresponding cell in first row of section 2.1.b.1 above, labeled "Successful Completion".

1. Age Groups (at ENTRY)	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
a. 12 years or younger			
b. 13-17 years			
c. 18-20 years			
d. Unknown			
TOTAL			

2. Gender Identity (at ENTRY)	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
a. Female			
b. Male			
c. Non-binary/3rd Gender			
d. Prefer to Self-Define			
e. Prefer Not to State			
f. Other			
g. Unknown			
TOTAL			

3. Race/Ethnicity (at ENTRY)	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
a. American Indian/Alaska Native			
b. Asian (Total)			
Chinese			
Japanese			
Filipino			
Korean			
Vietnamese			
Asian Indian			
Laotian			
Cambodian			
Other			
c. Black or African American			
d. Hispanic, Latino, or Spanish			
e. Middle Eastern/North African			
f. Native Hawaiian/Pacific Islander (Total)			
Native Hawaiian			
Guamanian			
Samoan			
Other			
g. White			
h. Other identified ethnic origin, ethnicity, or race			
i. Decline to state			
j. Multi-ethnic origin, ethnicity or race that <i>includes</i> American Indian/Alaska Native			
k. Multi-ethnic origin, ethnicity or race that <i>does not</i> include American Indian/Alaska Native			
l. Unknown			
TOTAL			

4. Education Status (at ENTRY)	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
a. Enrolled in school (Total)			
Elementary school			
Middle school/Junior high			
High School			
Other school/training			
b. Not enrolled in school (Total)			
High school diploma or GED			
Did not graduate			
Other (describe)			
c. Unknown/Did not collect			
TOTAL			

5. Employment (at ENTRY)	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
a. Student – not looking for employment			
b. Employed – not looking for employment			
c. Employed – looking for additional/ other employment			
d. Not employed – looking for employment			
e. Other (not employed or a student, but not looking for employment due to disability, treatment, etc.)			
f. Unknown/Did not collect			
TOTAL			

6. Risk Status (at ENTRY)	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
a. Low			
b. Moderate			
c. High			
d. Unknown/Did not collect			
TOTAL			

d. Youth Outcomes

Of the total number of youths who **successfully exited during this reporting period** (line labelled “Successful Completion” in section 2.1.b.1 above), enter the total number of youth who demonstrated the positive outcomes listed below as applicable for your project plan/goal(s) for those youth. Note that individual youth should only be reported once per cell (except for youth who enrolled in the project more than three times), during the entire grant. This allows for tracking the total number of youth with positive outcomes. Youth may be reported in multiple outcomes (e.g., a youth may have improved academic performance, school attendance, cultural identity and no contact with the justice system) and in multiple enrollment categories (FIRST TIME, SECOND TIME, or THIRD TIME OR MORE). The value in each cell should not exceed the value entered for the corresponding enrollment category of line 1 in box 2.1.b.1 above.

Outcomes	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
1. # of youth with reduced assessed risk status			
2. # of youth with reduced quantity or frequency of substance use			
3. # of youth with increased perception of harm of cannabis use			
4. # of youth with increased protective factors/resiliency skills			

Outcomes (cont.)

Outcomes	FIRST TIME Enrollments Exiting this Quarter	SECOND TIME Enrollments Exiting this Quarter	THIRD OR MORE Enrollments Exiting this Quarter
5. # of youth with increased pro-social behaviors			
6. # of parents/caregivers with increased knowledge of negative impact of youth cannabis use			
7. # of youth with improved family or caretaker support/relationships			
8. # of youth who improved school attendance			
9. # of participants who improved academic performance			
10. # of youth with decreased incidents of anti-social behavior			
11. # of youth with improved mental health status			
12. # of youth without contact with the justice system			
13. # of youth with improved school behavior (e.g. fewer disciplinary incidents)			
14. # of youth diverted from drug-related disciplinary incidents			
15. # of youth with improved employment status			
16. # of youth no longer working at cultivation sites			
17. # of youth no longer on probation			
18. Other:			