

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

EP4013

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

OPR/CaliforniaVolunteers

CONTRACTOR NAME

Humboldt County Sheriff's Office of Emergency Services

2. The term of this Agreement is:

START DATE

June 14, 2019

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

\$25,000.00 or Twenty-Five Thousand Dollars and 00/cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	4

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Humboldt County Sheriff's Office of Emergency Services

CONTRACTOR BUSINESS ADDRESS

826 Fourth Street

CITY

Eureka

STATE

CA

ZIP

95501

PRINTED NAME OF PERSON SIGNING

Regina Fuller

TITLE

Deputy Director, Sheriff's Administration

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CaliforniaVolunteers

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Karen Baker

TITLE

Chief Service Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exhibit A

Total Californians Engaged in Emergency Preparedness

Per the California For All CERT and Listos Capacity Building Grant Request for Proposals (RFP), each Legal Applicant is required to engage 20 Californians for each CERT slot requested and 100 Californians for every \$5,000 requested for Listos. Please see below the language included within the RFP outlining this requirement:

CERT Engagement Requirement

CERT program must engage 20 Californians in Disaster and Emergency Preparedness (see Attachment B for Member Engagement Requirements) per CERT Volunteer support slot. Example, if you are requesting funding for 50 CERT Volunteers, you are committing to engaging $50 \times 20 = 1,000$ Californians engaged in disaster preparedness.

Listos Engagement Requirement

Each CERT Program requesting LISTOS funding support will be required to engage at least 100 Californians in Disaster Preparedness.

Therefore, this grantee is obligated to engage the following number of Californians in disaster/emergency preparedness activities:

Californians Engaged due to CERT Funding: 1000 Californians

Californians Engaged due to Listos Funding: 0 Californians

Reporting requirements will follow those outlined in the RFP. The minimum CERT and Listos Reporting Requirements include:

1. List of approved CERT Volunteer and Preparedness Engagement activities
2. CERT Volunteers supported and Preparedness engagement activities captured in a standard tracking platform provided by California Volunteers
3. Copies of sign-in sheets for engagement activities (form to be provided by California Volunteers)
4. Quarterly report to include highlights of engagement activities and bi-annual grant reports
5. Sign-in sheets for training
6. Quarterly report to include highlights of engagement activities and bi-annual grant reports

Exhibit A Scope of Work

Grant Budget

Please complete the following budget form

Your budget will be \$500 x the number of CERT Volunteer Slots you are requesting for. Please enter your grant budget here: \$25,000

CERT Volunteer Background Check

Please indicate the dollar amount of your grant budget that you will spend on CERT Background Checks. Background checks must be California DOJ and FBI level and include the disqualification criteria noted in the RFP Attachment C. Programs are able to use grant funding to provide background checks for additional CERT volunteers in their program beyond the number of support slots requested. See RFP Attachment C for more information.

Dollar amount for Background Check: \$2,000

Please provide a short description on how you will/have implemented background checks for your program:

The sponsoring agency for Humboldt County CERT is the Humboldt County Sheriff's Office of Emergency Services. The Sheriff's Office routinely conducts DOJ/FBI Livescan background checks for the county and community, as well as Disaster Service Worker Volunteers. The requested funding would be used solely for actual fees incurred by the department, at cost, with standard rolling fees waived.

Livescan is administered at the Sheriff's Office main station, at 826 4th Street in Eureka.

Grant Budget Continued

CERT Volunteer Preparedness Activities Liability Coverage

Please indicate the dollar amount of your grant budget that you will spend on liability coverage for your CERT Volunteers. This coverage must at minimum cover medical costs for the CERT Volunteers who are performing preparedness activities as part of the grant. Programs are able to use grant funding to provide liability coverage for additional CERT volunteers in their program beyond the number of support slots requested. See RFA Attachment D for more information.

Dollar amount for Liability Coverage: \$2,000

Please provide a short description on how you will/have implemented liability coverage for your program:

Pending confirmation of the coverage requirements under this funding source, additional liability coverage is estimated at \$2,000 for the performance period of the grant. The County of Humboldt self-insures and additional information must be provided to Risk Management regarding the specific type of medical and/or liability coverage required and limits of coverage. Insurance providers contacted for quotes to fulfill this requirement are unable to provide an estimate without a defined maximum cap for individual coverage.

If additional insurance is needed to cover CERT volunteers for preparedness activities, any amount in excess of the requested estimate will be absorbed by the sponsoring agency.

Grant Budget Continued

CERT Volunteer Personal Protective Equipment (PPE)

Please indicate the dollar amount of your grant budget that you will spend on CERT PPE. Please note that at minimum, all CERT Volunteers supported by this grant will need a standard California For All CERT Helmet and Vest. Programs are able to use grant funding to provide additional PPE as needed for their CERT programs (including other CERT volunteers beyond the number of support slots requested. See RFA Attachment E for more information.

Dollar amount for PPE: \$1,550

Please provide a short description on the PPE you will purchase and how it will be utilized and distributed:

All Humboldt County CERT and Humboldt CERT Coalition teams are issued the standard PPE recommended by LAFD and a CERT backpack, upon graduation from the basic course.

The requested funds would purchase 50 helmets and 50 vests at the cost currently listed on the ProPac website for California for All helmets and vests. The estimated cost breakdown to meet this requirement is as follows:

\$10.64 per helmet x 50 = \$532

\$16.44 per vest x 50 = \$822

\$115 tax at 8.5%

\$81 shipping

\$1,550 total

Grant Budget Continued

California For All Disaster Preparedness Engagement Activities

Grant Applicants are required to engage at least 20 Californians in Disaster Preparedness for every CERT Volunteer Slot funding is requested. This requirement is averaged for the program. See RFA Attachment B for more information.

Please note the Preparedness Engagement Activities you will perform as part of this grant, the number of instances, and estimated number of Californians engaged per instance. You can list an approved engagement activity or add a new one for approval.

Engagement Activity 1

Activity Name: Humboldt County Fair Earthquake & Tsunami Education Booth

Number of instances: 1

Estimated Cost per instance: 0

Estimated # of Californians engaged in preparedness: 500

Short Description of the Engagement Activity and how it will be executed:

In partnership with the Redwood Coast Tsunami Work Group, the Humboldt CERT Coalition will staff a public education and outreach booth emphasizing personal preparedness, including CERT recruitment, and local earthquake and tsunami information.

Grant Budget Continued

California For All Disaster Preparedness Engagement Activities

Engagement Activity 2

Activity Name: Community Public Safety Events

Number of instances: ~6

Estimated Cost per instance: \$50

Estimated # of Californians engaged in preparedness: 250

Short Description of the Engagement Activity and how it will be executed:

The sponsoring agency participates in a number of public safety outreach events every year, including the Eureka Neighborhood Watch Block Party, Fortuna Apple Harvest Festival & Disaster Preparedness Fair, Blue Lake public safety fair, and Willow Creek Firewise Community Fair and Youth Ecology Day.

County OES and CERT staff an outreach table at each of the above events annually, and other one-time or infrequent community events to which we're invited. Humboldt County CERT provides information about local hazards, personal preparedness, Humboldt Alert registration, and CERT training.

Grant Budget Continued

California For All Disaster Preparedness Engagement Activities

Engagement Activity 3

Activity Name: Partner Agency Open Houses
Number of instances: ~5
Estimated Cost per instance: \$50
Estimated # of Californians engaged in preparedness: 250
Short Description of the Engagement Activity and how it will be executed:
County OES and CERT participate in local partner agencies' annual open houses, including National Weather Service, Arcata Fire, Humboldt Bay Fire, and community events hosted by volunteer fire departments.

County OES and CERT staff an outreach table at each of the above events annually, and other one-time or infrequent community events to which we're invited. Humboldt County CERT provides information about local hazards, personal preparedness, Humboldt Alert registration, and CERT training.

Grant Budget Continued

Training

Please indicate the dollar amount of your grant budget that you will spend on training. CERT programs are able to use grant funding to provide CERT Basic training and other training for their CERT Volunteers. If you are requesting funding for LISTOS you are required to hold at least two LISTOS courses and train at a minimum total of 30 participants.

Funding can be used to cover the costs for these trainings including: Instructor pay, training equipment and supplies, travel costs for instructors/presenters, and other eligible costs. Food is not an eligible cost under this grant.

Number of Trainings Planned: 4

Total Dollar amount for Training: \$18,750

Estimated number of people trained: 50-100

Short description of the training you want to support and how it will be executed:

Training funding awarded under this grant opportunity would provide the CERT basic course and standard PPE and gear to a minimum of 50 participants, per the terms of this funding opportunity, with a goal of training 100 participants. This funding would also support refresher trainings for continuing volunteers.

The Humboldt County CERT Program Manager completed Train-the-Trainer in 2012, and has also taken the Train-the-Trainer Instructor course. Eighteen local CERT volunteers were recently certified to teach the CERT basic course, in addition to existing Coalition instructors and assisting subject matter experts, increasing our capacity to provide training.

Humboldt County CERT covers all unincorporated areas of the county, including many communities at high risk for being isolated for an extended period following a major disaster. Emergency services are often an hour or more away, even without

additional impacts to communications, roads, and resources that are expected during and following a disaster. CERT training and organization would significantly increase resilience in our most remote and inaccessible communities, and we currently lack the resources to meet the considerable demand for and interest in CERT training in these areas.

If the requested funding is awarded, a minimum of four community trainings will be scheduled throughout the county for 25-30 participants each, including one training for county employees, during the grant performance period. CERT courses are conducted in facilities provided at no cost by partner agencies and facilitated by instructors donating professional or volunteer hours.

Depending on the needs and availability of each participant group, modules may be delivered individually one day per week, or the basic course may be provided over one or two weekends. All lead instructors have completed an authorized CERT Train-the-Trainer course.

All Humboldt County CERT basic course participants are required to complete each module and the culminating disaster exercise in order to graduate from the course and receive a certificate and backpack with supplies. CERT graduates are invited to join the Humboldt County team, or any other Coalition team.

Humboldt County CERT provides training and support for developing teams throughout thousands of square miles of remote communities. Teams may be transferred to an authorized sponsoring local agency, such as a volunteer fire department, when sufficient support exists to move a new team from Humboldt County CERT to a community-based entity.

DEPARTMENT CONTACT

The project Representatives during the term of this agreement will be:

State Agency: CaliforniaVolunteers	Grantee: Humboldt County Sheriff's Office of Emergency Services
Lead: Jeremy Goldsmith	Name: Regina Fuller
Phone: 916.323.7646	Phone: 707-268-3605
Email:Jeremy.Goldsmith@cv.ca.gov	Email: rfuller2@co.humboldt.ca.us

Direct all inquiries to:

State Agency: CaliforniaVolunteers	Grantee: Humboldt County Sheriff's Office of Emergency Services
Section/Unit: Finance & Administration	Section/Unit: Humboldt Sherriff's Office
Attention: Kaitlin Meyer	Attention: Dorie Lanni
Address: 1400 10th Street, 2 ND Floor, Sacramento, CA 95814	Address: 826 Fourth Street, Eureka, CA 95501
Phone: 916.323.7646	Phone: 707-268-2527
Fax: 916.558.3185	Fax:

Exhibit B			
Budget Provisions			
BUDGET WORKSHEET (Narrative)		Program Name: Humboldt County CERT	
	Column 1	Column 2	Column 3
A. Personnel Expenses			
			% of FTE
Position/Title	Qty	Annual Salary	Time Spent on Program
N/A			TOTAL
			\$ -
			Subtotal - Personnel \$ -
B. Personnel Fringe Benefits (use % of Personnel Exp. and list benefit items if over 30%)			
Purpose	Calculation		TOTAL
N/A			\$ -
			Totals: \$ -
C. Staff Travel			
Purpose	Calculation		TOTAL
N/A			\$ -
			Totals: \$ -
D. Training Equipment, Supplies, and Materials			
Item	Calculation		TOTAL
Equipment trailer and storage racks	1 @ \$7500 each		\$ 7,500
Medical, triage, treatment area supplies and PPE (gloves, gauze, splinting, triage tarps and tags)	Various, for approximately 100 students		\$ 1,500
Soft stretchers and litters	10 @ \$100 each		\$ 1,000
CERT Backpacks	100 @ \$20 each		\$ 2,000
Utility shutoff and multi-use tool	100 @ \$20 each		\$ 2,000
Goggles, flashlights, N95 masks, gloves, whistles for new grad backpacks	100 sets @ \$20 each		\$ 2,000
CERT apparel for instructors and team leaders, small preparedness items for volunteer recognition	Various @ \$2-\$20 each		\$ 700
CERT outreach equipment and materials (portable CERT canopy and tablecloth, printing, stickers, small preparedness items)	Various		\$ 800
Course materials and supplies (paper, binders, flash drives, printing, expendable classroom supplies)	Various, for approximately 100 students		\$ 1,950
			Totals: \$ 19,450
E. Other (Background checks, Liability Coverage, CERT Helmet and Vest, etc.)			
Item	Calculation		TOTAL
California For All CERT Vests	50 x \$16.44		\$ 822
California For All CERT Helmets	50 x \$10.64		\$ 532
Tax and shipping for vests & helmets	\$115 tax, \$81 shipping		\$ 196
Volunteer medical coverage for activities not			\$ 2,000
Background checks			\$ 2,000
			Totals: \$ 5,550
F. Contractual and Consultant Services			
Purpose	Calculation	Daily Rate	TOTAL
N/A			\$ -
			Totals: \$ -
Number of training slots			50
TOTAL BUDGET COSTS			\$ 25,000
Dollars Budgeted for CERT ACTIVITIES			25,000
Dollars Budgeted for LISTOS ACTIVITIES			
Total BUDGET COSTS			25,000
% of total budget for LISTOS			\$0

GTC 04/2017

Exhibit C

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, 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 by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)