

**AGREEMENT BETWEEN COUNTY OF HUMBOLDT
AND MCKINLEYVILLE COMMUNITY COLLABORATIVE, D.B.A. MCKINLEYVILLE FAMILY
RESOURCE CENTER FOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2021**

This Agreement, entered into this 1st day of July, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and McKinleyville Community Collaborative, a California non-profit public benefit corporation, doing business as McKinleyville Family Resource Center (MFRC), hereinafter referred to as “CONTRACTOR,” collectively referred to as “PARTIES,” is made upon the following considerations:

WHEREAS, the COUNTY has received funding from the California State Employment Development Department (“EDD”) as provided by the Workforce Innovation and Opportunity Act (“WIOA”), Public Law 113-128 for WIOA Title 1 Youth Formula funds; and

WHEREAS, the EDD makes available WIOA Title 1 Youth Formula funding through a sub-grant agreement with the COUNTY; and

WHEREAS, the EDD sub-grant permits the use of WIOA Title 1 Youth Formula funds for youth services activities; and

WHEREAS, COUNTY, by and through its County Administrative Office – Economic Development Division (“EC-DEV”), is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the WIOA requires that a community board, called the Humboldt County Workforce Development Board (“HC-WDB”), oversee the use of these funds on behalf of the Humboldt County Board of Supervisors; and

WHEREAS, COUNTY, by and through HC-WDB, desires to retain a qualified professional to perform youth services activities in compliance with the terms and conditions set forth in WIOA; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such youth program coordination and service activities;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES:

The CONTRACTOR agrees to perform the youth services activities described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such youth service activities, CONTRACTOR agrees to fully cooperate with the Workforce Development Board Executive Director, or designee thereof, hereinafter referred to as “Executive Director.”

2. TERM:

This agreement shall begin on July 1, 2019 and shall remain in full force and effect through June 30, 2021, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the youth services activities 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. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for youth services activities performed pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. For each fiscal year during the term of this Agreement, COUNTY shall prepare an Exhibit B - Annual Allocation form, setting forth the funds allocated for this project. CONTRACTOR agrees to perform all youth services activities required by this Agreement for an amount not to exceed such maximum dollar amount outlined in the Annual Allocation form.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all youth services activities performed, 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, Executive Director. In addition, CONTRACTOR shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for youth services activities performed, 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.

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 Workforce Development Board
Attention: Executive Director
520 E Street
Eureka, CA 95501
Phone: (707) 445-7745

CONTRACTOR: Hillarie Beyer
Executive Director
McKinleyville Family Resource Center
1450 Hiller Road
McKinleyville, CA 95519
beyer.mfrc@gmail.com

7. MONITORING:

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

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapon 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.

9. FEDERAL DEBARMENT:

COUNTY shall assure that CONTRACTOR is not on the Federal Debarment list prior to signing this Agreement.

10. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership,

joint venture or any other similar association. CONTRACTOR shall at all times remain an independent contractor with respect to the youth services activities to be performed under this Agreement. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits, or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agent, officers, employees, assignees and subcontractors.

11. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY hereto and its Board, officers, agents, volunteers, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney 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 insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the youth services activities performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

12. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, 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, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

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

County of Humboldt
 Economic Development Division
 Attention: Workforce Development Board
 Executive Director
 520 E Street
 Eureka, C

CONTRACTOR: Hillarie Beyer
 Executive Director
 McKinleyville Family Resource Center
 1450 Hiller Road
 McKinleyville, CA 95519
 beyer.mfrc@gmail.com

13. GRANTOR RECOGNITION:
 CONTRACTOR shall ensure recognition of the role of the grantor agency in performing youth services activities pursuant to the terms and conditions of this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
14. AMENDMENTS:
 This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15. TITLE TO INFORMATION AND DOCUMENTS:

- A. Documents, Information and Reports. It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.
- B. Intellectual Property. If a book or other copyrightable material is produced by CONTRACTOR, volunteer or agent thereof, as a result of, or in connection with, the program funded by this Agreement, CONTRACTOR shall not copyright it, unless COUNTY gives CONTRACTOR prior written approval to copyright such material. Any such copyright shall be in COUNTY's name. If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16. PREPARATION AND RETENTION OF RECORDS:

- A. Records to be Maintained. CONTRACTOR shall maintain all records that are pertinent to the youth services activities to be funded under this Agreement. Such records shall include but not be limited to:
1. Records providing a full description of each youth services activity undertaken;
 2. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with COUNTY assistance; and
 3. Financial records as required by OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- B. Submission of Records and Reports. CONTRACTOR will submit, upon written request by COUNTY, any additional reports, accounts and records relating to this Agreement as may be required by the Federal Government, State of California or COUNTY.
- C. Retention. CONTRACTOR shall retain all records pertinent to expenditure incurred under this Agreement for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by the following:
1. Records for non-expandable property acquired with funds under this Agreement shall be retained for (4) four years after final disposition of such property.
 2. Records for any displaced person must be kept for four (4) years after he or she has received final payment.
 3. If any litigation, claim, audit, negotiation or other actions that involve any of the records cited has been started before the expiration of the four (4) year period, then such records

must be retained until completion of the actions and resolution of all issues which arise therefrom, or until the end of the regular four (4) year period, whichever occurs later.

17. AUDITS & INSPECTIONS:

- A. Legal Compliance with Audit Requirements. CONTRACTOR shall allow the COUNTY to monitor its performance of youth services activities pursuant to the terms and conditions of this Agreement for conformity with its state and/or federal contractual obligations. CONTRACTOR shall comply with any and all applicable audit requirements of the Single Audit Act of 1984, Public law 98-502, and the Federal Office of Management and Budget Circulars A-128, A-133, or A-110. CONTRACTOR's failure to comply with the audit requirements contained herein shall constitute a material breach of this Agreement and may result in COUNTY withholding future payments to CONTRACTOR or termination of this Agreement.
- B. Access to Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the youth services activities performed 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 four (4) years from the date of final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available at any time during normal business hours to inspection, audit, examination and reproduction by COUNTY, EDD and any other duly authorized local, state and federal agencies, or their designated representatives. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Notice of Audit. If CONTRACTOR is audited during the grant period, CONTRACTOR shall provide COUNTY with a copy of the audit report within ten days of receipt of the audit report.
- D. Non-compliance with Program Standards. CONTRACTOR shall fully clear any and all deficiencies noted in audit reports within thirty days after receipt of the audit report and notice of deficiency.
- E. 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.

18. CLOSEOUTS:

CONTRACTOR's obligation to the COUNTY shall not end until all closeout requirements set forth in the sub-grant are completed. CONTRACTOR's duties during this closeout period shall include, but are not limited to: making final payments; disposing of program assets, including, without limitation, the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the COUNTY; and determining the custodianship of records.

19. PROCUREMENT:

CONTRACTOR shall comply with any and all applicable COUNTY policies concerning the purchase of equipment, and shall maintain inventory records of all non-expandable personal property, as defined by any such policies, as may be procured with funds provided herein. All program assets, including, without limitation, unexpended program income, property and equipment, shall revert to COUNTY upon termination of this Agreement.

20. SUBCONTRACTS:

A. Approvals. CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

B. Monitoring. CONTRACTOR will monitor all subcontracted youth services activities on a regular basis to assure compliance with the terms and conditions of this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence to follow-up actions taken to correct areas of noncompliance.

C. Content. CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process. CONTRACTOR shall undertake to ensure that all subcontracts executed in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

E. Nondiscrimination. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractors.

21. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. CONTRACTOR agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendments of this Agreement may be required to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with the standards and requirements with any and all applicable local, state and federal laws, regulations, standards or contractual requirements.

22. CONFLICT OF INTEREST:

CONTRACTOR and their staff shall avoid organizational and personal conflicts of interest or the appearance of conflicts of interest in the performance of the youth services activities covered by this Agreement.

23. NONDISCRIMINATION:

A. Compliance with Anti-Discrimination Laws. CONTRACTOR hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and 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 Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, et seq., are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

B. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state, and/or federal laws and regulations, including, but not limited to, 42 C.F.R. Section 438.6(d)(3)-(4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of participants, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations.

C. Employment Practices. In connection with the youth services activities performed pursuant to the terms and conditions of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations. CONTRACTOR shall take affirmative action to ensure that qualified applicants are

employed, and that employees are treated during employment, without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.

- D. Solicitations for Employment. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. All qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. Notification to Current and Prospective Employees. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 United States Code ("U.S.C.") Section 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- F. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- G. Disadvantaged Business Enterprise. CONTRACTOR will use its best efforts to afford minority-, women-, and disabled veteran-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "disadvantaged business enterprise" means a business at least fifty-one percent owned and controlled by minority group members, women or disabled veterans. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- H. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- I. Sanctions for Non-Compliance. In the event of CONTRACTOR’s non-compliance with the requirements of the provisions set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- J. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor.

24. NEPOTISM:

CONTRACTOR shall not employ any participant in a staff, administrative, work experience, or on-the-job training position who is the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, son-in-law, or daughter-in-law of any individual who is employed in an administrative capacity by either of the parties hereto. Administrative capacity includes those who have selection and hiring responsibilities or authority, instructors, counselors, and all staff involved in administrative, training or youth services activities. Administrative capacity also means all elected and appointed officials who have any responsibility for obtaining approval of any grant funded under the WIOA, as well as other officials who have any influence or control over the administration of the program. Persons who are economically disadvantaged and serving on HC-WDB are not considered to be in an administrative capacity.

25. POLITICAL ACTIVITIES:

- A. Contributions. CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of U.S.C. Chapter 15 of Title V.

- B. Lobbying. CONTRACTOR hereby certifies that no funds received pursuant to the terms and conditions of this Agreement shall be used for lobbying and agrees to comply with the Byrd-Anti Lobbying Amendment, as required by 20 C.F.R. 667.200(a) and 29 C.F.R. 93.110.
- C. Training and Employment. CONTRACTOR hereby certifies that no participant shall be trained or employed at worksites that are involved in partisan or non-partisan political activities.

26. RELIGIOUS ORGANIZATION:

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with any and all applicable local, state and federal regulations.

27. FRAUD AND ABUSE:

CONTRACTOR shall establish procedures, be alert to and promptly report to the COUNTY within twenty four (24) hours, all allegations of WIOA-related fraud, abuse and criminal activity regarding any involvement with WIOA funds or WIOA-funded activities in accordance with EDD WIOA Directive D02-03. CONTRACTOR shall prepare a clear, concise written report of each incident and submit such report to the COUNTY within one (1) working day of original notice of allegations.

28. DISPLACEMENT:

No employee of an employer executing an employer agreement shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. Funds provided by this Agreement shall be used to supplement, not to supplant, the level of funds that would otherwise be made available from non-federal sources. No jobs shall be created that will infringe in any way upon the promotional opportunities of currently employed individuals.

29. UNIONS AND WORK STOPPAGES:

No participant may be required to join a union, unless there is in effect a union security provision in an Employer-Employee Agreement entered into by an employer who has executed an employer agreement. In case of a work stoppage, a non-unionized participant must be removed from the worksite.

30. EXISTING CONTRACTS:

No program shall impair existing contracts for services or collective bargaining agreements. If a program is to be instituted and a bargaining agreement is in effect, such program shall be undertaken only with the written concurrence of the labor organization and the employer concerned.

31. OVERTIME, COMPENSATORY TIME AND VACATION:

CONTRACTOR shall not authorize any employee or participant whose salary is funded in whole or in part under this Agreement to perform any youth services activities required hereunder for which overtime pay would be required. Any overtime pay, which may become due, shall not be paid by COUNTY. Overtime pay does not include consideration for compensatory time as provided for in state and federal law. Any compensatory time accrued by a participant must be taken prior to the participant's termination from the program. COUNTY shall not pay any compensatory time, which may become due after termination.

32. EMPLOYMENT BEYOND AUTHORIZED TERM:
CONTRACTOR shall be liable for, and shall pay from its own funds, any wages accrued by a participant for time such participant may work beyond the term authorized by WIOA Regulations or the employer agreement.
33. PROGRAM INCOME:
Any and all program income generated by CONTRACTOR during the performance of this Agreement shall be accounted for in accordance with the terms and conditions set forth herein. CONTRACTOR agrees that it will account for program income by maintaining a program income account and remitting all funds from the such account to COUNTY on a quarterly basis. All remittances must be clearly marked "Program Income" and must indicate the period covered.
34. EDUCATIONAL ASSISTANCE:
CONTRACTOR shall provide COUNTY with a list of WIOA participants enrolled in employment training programs who have applied for or are receiving Educational Assistance funds within three weeks of the beginning of each training, or school, term.
35. WORKING CONDITIONS:
CONTRACTOR agrees that no participant shall be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to the participant's health or safety.
36. DRUG-FREE WORKPLACE CERTIFICATION:
CONTRACTOR certifies that it will comply with the requirement of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:
- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
 - B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
 - C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who performs youth services activities pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free policy as a condition of

employment.

D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

37. ENERGY EFFICIENCY:

CONTRACTOR assures it will comply with the standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995].

38. WAIVER OF DEFAULT:

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

39. 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.

40. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

A. General Legal Compliance. CONTRACTOR agrees to comply with all local, state and federal laws, regulations and policies applicable to the youth services activities performed pursuant to the terms and conditions of this Agreement.

B. Funding Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations and policies applicable to the funding provided under this Agreement. CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the youth services activities performed pursuant to the terms and conditions of this Agreement.

41. PROVISIONS REQUIRED BY LAW:

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

42. REFERENCE TO LAWS AND RULES:
In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.
43. NOTIFICATION OF LITIGATION:
CONTRACTOR shall inform COUNTY within forty-eight (48) hours of notification of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY and the State of California.
44. JURISDICTION AND VENUE:
This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.
45. ADVERTISING AND MEDIA RELEASE:
All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Executive Director.
46. ATTORNEYS' FEES:
If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.
47. SURVIVAL:
The duties and obligations of the parties set forth in Section 16 – Preparation and Retention of Records, Section 21 – Confidential Information and Section 11 – Indemnification shall survive the expiration or termination of this Agreement.
48. DISPUTE RESOLUTION:
If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

49. 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.
50. ASSIGNMENT:
CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.
51. 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 assigns.
52. INTERPRETATION:
This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
53. INDEPENDENT CONSTRUCTION:
The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
54. FORCE MAJEURE:
Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not limited to 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.
55. 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.
56. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

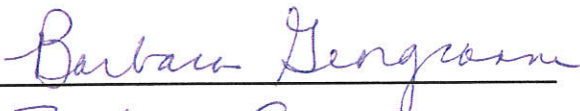
MCKINLEYVILLE COMMUNITY COLLABORATIVE:

By: 

Date: 6-25-19

Name: Lesky Frisbee

Title: Board President

By: 

Date: 6-25-19

Name: Barbara Georgianna


Title: Secretary

COUNTY OF HUMBOLDT:

By: _____
Rex Bohn
Board of Supervisors, Chair

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 06/27/2019

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Annual Allocation Form
- Exhibit C – Schedule of Rates