

COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-7

For the meeting of: August 23, 2016

Date: July 19, 2016

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *AN*

Subject: Approval of Contract for AB 2060 Supervised Population Training Grant 2.0 Funding and Supplemental Budget for Fund 1120, Budget Unit 275, Economic Development, Fiscal Year 2016-2017 (4/5th Vote Required)

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Authorize and direct the County Administrative Officer (CAO), or designee, to sign the Assembly Bill (AB) 2060 grant contract between the California Workforce Development Board/Employment Development Department and the County of Humboldt Administrative Office/Economic Development (CAO/EcDev);
- 2) Authorize and direct the CAO, or designee, to sign contracts, Memorandum of Understanding (MOU) and fiscal documents, utilizing these funds, after review and approval by County Counsel and Risk Manager;
- 3) Authorize and direct the Workforce Development Board Executive Director, or designee, to sign administrative documents required by the State of California Employment Development Department;
- 4) Approve the AB 2060 Supervised Population MOU between the CAO/EcDev and Department of Health and Human Services, Employment Training Division (DHHS/ETD) and authorize the

Prepared by: Cindy Harrington, WDB Executive Director

CAO Approval: *E. Fennell*

REVIEW:

Auditor *MHM* County Counsel *am* Human Resources *KH* Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*

- Nays
- Abstain
- Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Aug. 23, 2016*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DHHS director and CAO to sign the MOU; and

- 5) Approve the following supplemental budget in fund 1120, Budget Unit 275, Economic Development:

Revenue:

1120 275 59119 \$400,000 Supervised Population Training

Expense

1120 275 3626 \$400,000 Supervised Population Training

SOURCE OF FUNDING:

State of California Employment Development Department.

DISCUSSION:

CAO/EcDev applied for and has been awarded a grant to create a Humboldt 2nd Chance program to help provide workforce training and employment opportunities to the local supervised population (all persons who are on probation, mandatory supervision, or post-release community supervision) and reduce the risk of recidivism. CAO/EcDev worked with the Humboldt County Workforce Development Board, Humboldt County Probation Department (HCPD), Humboldt County Sheriff's Office (HCSO), DHHS/ETD, College of the Redwoods (CR) and Dave's Killer Bread Foundation (DKBF) to develop the Humboldt 2nd Chance program and grant application. The State Board was interested in funding applicants that built on the existing workforce system infrastructure through collaboration and innovation. Locally, Humboldt agencies have great collaborative partnerships. Staff reached out to DKBF because of their innovative approach to employer education and support. The Humboldt program partners believe that putting the employers at the center of the program will provide sustainable, successful results that will continue beyond the life of the grant.

Upon acceptance of grant funds, the Humboldt 2nd Chance Program will be launched with the intent to begin participant enrollment in September 2016. The HCPD and the HCSO will identify and provide referrals to the program. CR will provide on-site academic support in the jail, helping prepare participants to enter into the program upon release, and provide education support while enrolled in the program. DHHS/ETD will take the lead in operating the program and work with all participants and establish worksites. Participants will be provided case management, assessments, vocational career counseling, training plan development, supportive services, Work Readiness and Succeeding at Work workshops, general education, vocational training, work experience and on-the-job training options and ongoing support.

As mentioned above, a significant part of the Humboldt 2nd Chance Program is the inclusion of DKBF as a partner. DKBF is a non-profit arm of the Milwaukee, Oregon based organic bread maker. The company co-founder and 30 percent of their employees are ex-offenders. The company started a foundation that encourages and helps employers successfully employ individuals with criminal backgrounds. DKBF has committed to partnering with the Humboldt project and will provide education, support and best practice development for each of the employers that commit to becoming a worksite. DKBF will host a recruitment event in Humboldt County to attract and educate employers for 2nd Chance worksites.

In addition to the \$400,000 in grant funds the Humboldt County Community Corrections Partnership is providing \$200,000 in cash match in order to facilitate better outcomes for adult offenders in the criminal

justice system. The funds will be spent directly on participants for training and subsidized wages. There is approximately \$133,000 of in-kind match being provided by CR, DHHS/ETD, HCPD and DKBF.

Staff recommends your Board approve acceptance of the AB 2060 grant funding so that the program can be launched and participants can begin to be served. The grant period began on June 30, 2016, however the State did not provide the contract to CAO/EcDev until July 11, 2016, at which point a MOU and Board Report had to be written. Upon approval by your Board, the MOU with DHHS/ETD will be executed. The MOU is required to allow DHHS/ETD access to funds to operate the program.

FINANCIAL IMPACT: CAO/EcDev will provide grant oversight and management and utilize \$40,000 of grant funds. DHHS/ETD will operate the program and utilize \$360,000 of grant funds. The total grant amount is \$400,000. The grant cycle begins on June 30, 2016 and expires on December 31, 2017. The majority of the funds will be utilized in fiscal year 2016-17 with some carry forward into fiscal year 2017-18. The requested supplement budget of \$400,000 is needed to adjust the FY 2016-17 to include the grant funding.

The funding and MOUs support business and workforce development, a Core Role in the Board's Strategic Framework.

OTHER AGENCY INVOLVEMENT:

Humboldt County Probation Department
Humboldt County Sheriff Office
Humboldt County Department of Health and Human Services, Employment Training Division
Dave's Killer Bread Foundation
College of the Redwood

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may opt not to approve the attached resolution and MOU, however it is not recommended.

ATTACHMENTS:

1. State Contract between State of California Employment Development Department and the County of Humboldt
2. Memorandum of Understanding between the Department of Health and Human Services and the County Administrative Office/Economic Development

Attachment 1:

Contract between the State of California Employment Development Department
and the County of Humboldt

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev 06/03)

AGREEMENT NUMBER	M6103054
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 CA Workforce Development Board/Employment Development Department
 CONTRACTOR'S NAME
 Humboldt County
- The term of this Agreement is: June 30, 2016 through December 31, 2017, or upon final approval.
- The maximum amount of this Agreement is: \$400,000.00
 Four Hundred Thousand Dollars and No Cents
- 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.

Exhibit A	Scope of Work	1 Page
Attachment A-1	Workplan	1 Page
Exhibit B	Budget Detail and Payment Provisions	2 Pages
Attachment B-1	Project Budget	1 Page
Attachment B-2	Budget Detail	2 Pages
Exhibit C *	General Terms and Conditions	GTC 610
Exhibit D	Special Terms and Conditions	3 Pages
Exhibit E **	Request for Application (RFA) No. 73705	0 Page
Exhibit F	Contractor's Response to RFA No. 73705	29 Pages

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		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Humboldt County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Nilsen, County Administrative Officer		
ADDRESS 520 E Street, Eureka, CA 95501		
STATE OF CALIFORNIA		
AGENCY NAME  CA Workforce Development Board		<input checked="" type="checkbox"/> Exempt per: SCM V1 (4.06)
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Douglas Sale, Chief of Operations		
ADDRESS 722 Capitol Mall, MIC 62-C, Sacramento, CA 95814		

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

STATE OF CALIFORNIA		<small>CALIFORNIA</small> Department of General Services <small>Use Only</small>
CONTRACTOR'S NAME Employment Development Department		Exempt per: SCM V1(4.06) <input checked="" type="checkbox"/> _____
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Melanie Meeks, Chief, Office of Procurement Contracting & Admin.		
ADDRESS 722 Capitol Mall, MIC 62, Sacramento, CA 95814		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, the Employment Development Department hereinafter to as EDD and the Humboldt County Administrative Office – Economic Development Department, hereinafter referred to as Contractor, for the purpose of a recidivism reduction workforce training and development grant program. This grant program was part of AB 2060 (Chapter 383, Statutes of 2014) and placed in Penal Code §1234-1234.5. The work under this Agreement shall be governed by the Request for Application (RFA) No. 73705.

2. The project representatives during the term of this agreement will be:

State Agency

California Workforce Development Board
Attn: Douglas Sale
800 Capitol Mall, Suite 1022
Sacramento, CA 95814
Phone: (916) 657-1445
E-Mail: Douglas.Sale@cwib.ca.gov

Contractor

Humboldt County Admin. Office - EDD
Attn: Cindy Harrington
520 E Street
Eureka, CA 95501
Phone: (707) 476-4806
E-Mail: charrington@co.humboldt.ca.us

3. The Scope of Work is further defined in Exhibit F, Contractor's Response to RFA 773705, Statement of Need.

Supervised Population Workforce Training Grant Program 2.0

Form 3: Workplan

ATTACHMENT A-1

EDD RFA #73705
 EDD Contract No. M6103054
 EDD/Humboldt County
 Page 1 of 1

Applicant:

Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
Hire necessary additional staff	Post and recruit for 2 grant-funded positions: 1 Program Coordinator and 1 Vocational Counselor	Temporary grant-funded staff hired for duration of grant	18-Jul-16
Secure MC3 Pre-Apprenticeship Training	Work with Community College and local Buildings Trade Council to bring MC3 pre-apprenticeship training to Humboldt	Articulation agreements between community college and local joint Apprenticeship programs	31-Oct-16
Participant referrals to Program	Establish and coordinate formal referral processes with Probation and Sherriff's Office	Referral process in place between grant referral partners	30-Sep-16
Participant Screening into Program	Create an appraisal tool in CalJOBS for initial screening of participants	CalJOBS appraisal tool ready for use to screen participants' appropriateness for program	30-Sep-16
Participant recruitment - 96 enrolled	10/2016 Active referrals, screening and participant enrollment begins	96 participants to be enrolled between 10/3/16 and 8/31/17	31-Aug-17
Comprehensive Assessments	10/2016 Comprehensive Assessments of enrolled participants begins	90 participants fully assessed - training needs and career goals identified and Individual Service Strategies (ISS) written	31-Aug-17
Soft-Skills Training	10/2016 Every month through 8/2017 a 2-week soft-skills training begins	76 Participants have gained softskills; Prepared for WEX and/or continued training per ISS	14-Aug-17
WEX Placements concurrent with Basic Ed, GED, MC3 or other short-term vocational training	11/2016 Every month through 8/2017 Participants start WEX and 2nd tier training as per ISS's	45 Participants successfully complete WEX and 2nd tier training	28-Aug-17

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, CWDB agrees to compensate the Contractor in accordance with Attachment B-2, Budget Detail. The total amount of this Agreement shall not exceed **Four Hundred Thousand Dollars and No Cents (\$400,000)**.
2. Invoices shall include the Agreement Number **M6103054** and shall be submitted monthly in triplicate, in arrears to:

California Workforce Development Board
Attn: Douglas Sale
800 Capitol Mall, Suite 1022
Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to the EDD claim actual expenditures for eligible project costs under Attachments B-1 and B-2. Grantee shall, upon demand, remit to the EDD any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

B. Withholding of Grant Disbursements

1. The CWDB and the EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
2. The CWDB and the EDD will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and the EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
3. In the event that grant funds are withheld from the Grantee, the CWDB's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

C. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which

EXHIBIT B
(Standard Agreement)

would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

D. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

**Supervised Population Workforce Training Grant Program 2.0
Form 1: Project Budget
ATTACHMENT B-1**

EDD RFA #73705
EDD Contract No.M6103054
EDD/Humboldt County
Page 1 of 1

Applicant Humboldt County Administrative Office, Economic Development Department

Item #	Expense Item	Amount Requested	Amount Leveraged	Total Allocated to Project	Source of Leveraged Funds	In-Kind or Cash
1.	Staff					
a.	Salaries	\$21,152.00	\$72,370.00	\$93,522.00	College of the Redwoods, Humboldt Probation, Dave's Killer Bread	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
b.	Fringe Benefits	\$9,622.00	\$36,242.00	\$45,864.00	College of the Redwoods, Humboldt Probation	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
2.	Staff Travel	\$4,000.00	\$800.00	\$4,800.00	Dave's Killer Bread	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
3.	Communications	\$95.00		\$95.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
4.	Facilities Rent	\$4,500.00		\$4,500.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
5.	Facilities Utilities	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
6.	Facilities Maintenance	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
7.	Office Supplies	\$43.00	\$200.00	\$243.00	College of the Redwoods	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
8.	Testing and Instructional Materials	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
9.	Equipment Purchases	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
10.	Equipment Leases/Use-Charge	\$588.00		\$588.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
11.	Tools and Supplies	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
12.	Support Services	\$0.00	\$200,000.00	\$200,000.00	Humboldt Probation	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
13.	Indirect Costs	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
14.	Other - List other in Item 14 of Budget Detail.	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
15.	Subcontract(s) - List subcontract(s) in Item 15 of Budget Detail	\$360,000.00	\$24,000.00	\$384,000.00	Employment Training Division	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
16.	TOTAL	\$400,000.00	\$333,612.00	\$733,612.00		

**Form 2: Budget Detail
ATTACHMENT B-2**

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL	<u>Amount Requested</u>
13	Indirect costs -- Provide rate, direct cost(s) to which authorized to be applied, approving cognizant agency and date of approval. Show how total was calculated.		
14	"Other" Costs - Identify and detail the nature of each such cost to be paid with grant funds.)		
		"Other" Subtotal	\$ -
15	Subcontract - Identify, detail main functions/activities, cost of each subcontracts and timelines of grant agreements. Subcontractors must also be identified on the Bidder's Declaration on Form 8.	Subcontractor is ETD - all costs for grant cycle	\$ 120,880.00
		Staff	\$ 9,000.00
		Travel	\$ 33,300.00
		18% Overhead	\$ 5,000.00
		DKBF Recruitment Event	\$ 3,000.00
		Equipment	\$ 5,820.00
		Tools and Supplies for clients	\$ 183,000.00
		WEX, OJT, MC3, Adv Training	\$ 360,000.00
		"Subcontract" Subtotal	\$ 360,000.00
		Total Amount Requested	\$400,000.00

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or subgrantee.

2. Consultant-Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10335.
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10381.
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10410

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC §10369)

5. Contractor agrees to provide an education and training assessment for each individual of the supervised population who participates in this project pursuant to Penal Code Section 1234.3(c). The assessment may be undertaken by the contractor or by another entity. A prior assessment of an individual may be used if, in the determination of the CWDB, its results are accurate.

6. Termination Clause

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

EXHIBIT D
(Standard Agreement)

7. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

8. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

9. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWDB. All replacements are subject to CWDB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWDB has the right to request removal and/or replacement of Contractor resources.

10. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- C. In the event that CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

EXHIBIT D
(Standard Agreement)

11. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CWDB.

12. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

13. Disputes

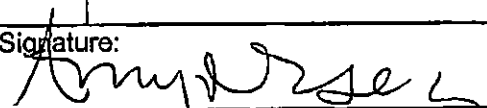
If the Grantee is disputes an action of the EDD and/or CWDB in the administration of this Grant Agreement, the Grantee may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

14. Grantee shall cooperate with CWDB and EDD with regard to the performance of this agreement.
15. Grantee shall cooperate with CWDB and/or EDD to provide timely responses to any requests for data and/or reports the California Energy Commission and/or CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. Grantee further understands and agrees that this data will be shared with the California Energy Commission and other stakeholders.
16. Grantee is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB and EDD, which is attached to and made a part of this Grant Agreement. Review and approval by the CWDB and EDD is solely for the purpose of proper administration of grant funds by EDD and shall not be deemed to relieve or restrict the Grantee's responsibility.
17. Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
18. Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

EXHIBIT F - CONTRACTOR'S RESPONSE

Applicant Humboldt County Administrative Office, Economic Development Department

Total Project Budget		\$ 733,612	
Requested Amount		\$ 400,000	
Address:		520 E Street	
City & Zip Code:		Eureka, CA 95501	
County:		Humboldt	
Designated Contact Person and Title:		Cindy Harrington, WDB Executive Director	
Telephone:	707-476-4806	Fax:	707-445-7219
E-mail:	charrington@co.humboldt.ca.us		
DUNS Number:	612416045		
Proposed Region:	Humboldt County		
Proposed Occupations/Trades:	Occupations that cross the Niche Manufacturing, Construction and Systems Building, Specialty Food, Flower and Beverage and Forest Products industries to include; assemblers, production workers, machinists, installaters, laborers, equipment operators		
List Partners:	Humboldt County Probation Department, Humboldt County Workforce Development Board, Humboldt County Sheriff's Department, Humboldt County Department of Health and Human Services, Employment Training Division, College of the Redwoods, Dave's Killer Bread Foundation.		
Approval of Authorized Representative			
Name:	Amy Nilsen	Title:	County Administrative Officer
Signature:		Date:	4/29/2016

Application Narrative: The Humboldt 2nd Chance Program

- i. **Statement of need:** Humboldt County is isolated and rural, located on the Northern California coast five hours north of San Francisco and three hours west of Redding. Humboldt is currently considered and is applying for this grant as a stand-alone Local Workforce Development Board. The county's geographic isolation also creates economic isolation. Primary employers are government, healthcare and educational institutions, with a majority of private sector/local businesses employing less than 20 people. In order to create an effective rural model, this project will support rapid employment for probationers with small business employers who are recruited, educated and supported to develop programs focused on retaining ex-offenders through the Humboldt 2nd Chance Program (H2CP). This program will be designed to be replicated in other rural, lesser-populated regions.

The Humboldt County Probation Department (HCPD) currently has 1,022 individuals, as defined under Penal Code Section 1234(c), in active supervision. These probationers are evaluated using a 4th generation risk assessment that calculates actuarial risk to recidivate and identifies dynamic criminogenic needs. Results show that the majority are considered at high to medium risk to reoffend, with 21% at low risk to reoffend. The recidivism rate for the supervised population during the current fiscal year is 22%.

The supervised population in Humboldt County is mainly Caucasian (72%) with a significant Native American minority population (14%). They are generally males (82%) under 50 years of age and the highest concentration of offenders is between 31 and 40 years old (36%). They are also poor. Assessments reveal that 63% report a household income of \$1000 or less per month. 16% reported full time employment at the time of their evaluation. Most have employment history, but only 37% have maintained a job for 3 years or longer. Many quit or were fired from employment at some point (84%) due to situational difficulties. Identified barriers to long term employment include criminal histories (64%), transportation (41%), and chemical dependency (29%). This defined population will be referred to as H2CP Participants for this grant.

Historically, Humboldt resource extraction industries have been a primary economic driver. Diminishing resources and changes in regulations and market conditions have forced the decline in resource extraction firms and jobs. In contrast, Humboldt's 2004-2014 labor market information report, the Targets of Opportunity, identified six industry clusters that hold the highest job and wage growth opportunities. These include Diversified Health Care, Niche Manufacturing, Management and Innovation, Specialty Food, Flowers and Beverages, Building and Systems Construction, and Investment Support Services. Job loss for these industries was -1.2% vs. -6.6% for the region overall. The target industries also gained 10.8% in real wages, in contrast to a region-wide decrease of 4.3%.

The H2CP will focus chiefly on the Target clusters of Niche Manufacturing, Building and Systems Construction, and Specialty Food, Flowers and Beverage. The Forest Products industry, while not growing, is included because it remains a key employer in our region, offering higher than average paying wages.

Training and work experience will be geared towards occupational categories that apply across all of the HC2P industries and can include assemblers, production workers, drivers, installers, laborers, and equipment operators as examples.

Annual Averages	Building Construction	Niche Manufacturing	Specialty Food	Forest Products
Total Job Openings	376	288	206	321
Example of Entry-Level Mid-Level Jobs/Opening	Construction Laborers/25 Carpenters/21	Ship/Receiving, Production/55 Sales Reps/11	Equipment Operators/13 Line Supervisors/38	Material Movers/33 Drivers/38
Wages for Jobs Listed	\$32,352- \$57,883	\$27,380-\$50,110	\$22,981- \$42,947	\$21,951- \$38,739
Education	OJT, Apprenticeship	OJT	OJT	OJT, Post-Secondary

Pre-job placement training and work experience placements will provide common entry-level skills for these industries. The project will help HC2P secure entry level jobs, and offer training and retention supports to both the participating businesses and participants. Target of Opportunity research shows strong internal career pathways within these industries, offering employees opportunities to advance to fill the majority of journeyman level and lower and middle management positions.

All participants will receive basic education and soft skills training essential for entry level employees. The program will also offer a 120 hour pre-apprenticeship training through the Multi-Craft Core Curriculum (MC3), which is applicable to the 4 targeted industries and will help further prepare H2CP participants for entry level positions. Additionally, WIOA Adult funds and co-enrollments will be leveraged to promote and provide post-secondary career technical training or other credentialing to interested participants.

- II. **Partnerships:** The H2CP will expand the current partnerships between the Community Correctional Partnership (CCP), the Department of Health and Human Services (DHHS) and College of the Redwoods (CR). Currently the DHHS provides AOD, mental health, linkages to social services and benefits, and workforce services on-site at a CCP Resource Center alongside HCPD officers. CR provides basic education supports in the jail and a series of post-release work readiness and college-bound courses for the supervised population. The H2CP will continue to leverage the resources of CR and the DHHS, but will use the Employment Training Division (ETD) of DHHS to focus on training, "earn to learn" subsidized job placements and rapid employment. See attached MOU for Partners, roles and responsibilities.

ETD will work closely with the HCPD and Humboldt County Sheriff's Department (HCSD) office for pre and post-release referrals. While pre-release individuals are not specifically covered by this grant, ETD will offer program information to encourage interested individuals to enroll immediately upon release to HCPD. The HCPD will screen all other supervised individuals and provide on-going referrals. HCPD Officers and DHHS will continue to provide services and shared case management, wrapping a diverse set of supports around each client to promote success.

To succeed, the program needs local employers willing and ready to hire 2nd chance employees. Previous experience has revealed that many local employers lack the programs and supports needed for these employees to succeed long-term. The program will also focus on recruiting and supporting H2CP Target Industry specific employers using an innovative new model that helps them develop specific onboarding, training and/or in-house mentoring systems to train and sustain H2CP participants/employees.

Dave's Killer Bread Foundation (DKBF), is a nonprofit arm of the Milwaukee, Oregon based organic bread maker. The company's co-founder and 30% of their employees are ex-offenders. After rapid growth and great success, the company started a foundation that encourages and helps employers successfully employ individuals with criminal backgrounds. DKBF offers an annual Second Chance Summit and a "Second Chance Playbook" for employers. If funded, DKBF will assist Humboldt's 2nd Chance Program by presenting information about the DKBF model at a large employer event designed to recruit local employers into the H2CP. This high profile, heavily promoted event will bring significant attention to the program. DKBF will then provide assistance to participating employers, and help customize the DKBF model for their business. H2CP staff will also be trained by DKBF to continue recruiting and assisting local businesses in developing and maintaining in-house systems that ensure long-term participant and employer success.

Participating employers will function as work-based training sites, as well as permanent employers. Participating employers with no open positions will serve as program champions, encouraging other employers to hire 2nd Chance employees, providing references for work experience trainees and testimonials for the program. Humboldt County's long history of business and industry collaboration and commitment to community economic health will help garner the support needed to grow and sustain this program.

III. Program Plan: The H2CP will recruit and train local Target Industry businesses to be effective and supportive H2CP employers and program champions. Participants will receive full assessments, work readiness, and skills training to prepare them for employment as soon as possible. The H2CP will recruit and prepare employers using:

1) Recruitment Event – Hosted by County/Program Partners and DKBF, a large recruitment event will launch the program and recruit local business partners. DKBF will present their 2nd Chance model and explain how it contributes to their astounding business success. Attendees will also learn other benefits of integrating an often neglected and under-employed work force back into the local economy, including reduced recidivism and crime, improved productivity and building a loyal committed work force.

2) Employer-to-Employer Mentoring – DKBF has committed to helping employers customize the DKBF model to meet individual company needs. They also offer continued support through the DKBF network of H2CP Employers, including ongoing training and access to the latest strategies and best practices in hiring, training and mentoring H2CP Participants.

3) Retention Supports - ETD will provide follow-up services for H2CP Employers post-placement to ensure new hires become stable, productive employees. Incumbent worker training, supervisory training, and continued mentoring from DKBF will also be available to help participating employers benefit and prosper through the program.

The program plan for participants includes 5 Steps to rapid employment:

1) Comprehensive Assessment – Immediately following recruitment and enrollment, new enrollees will be assessed using CASAS or TABE basic educational testing, Career Scope appraisal for vocation aptitude and interest, and an emotional intelligence questionnaire to assess strengths and/or potential weaknesses that could detrimentally affect employment. Trained vocational counselors will review results in order to assist clients with appropriate goals and career planning.

2) Work Readiness Preparation – All participants will be required to take a two-week work readiness workshop that provides instruction in essential soft skills and offers an opportunity for career exploration. Instruction includes written texts, videos, individual and group activities, as well as group discussion. A stipend is provided for each full week completed. Following this, some clients may go to Step 4, while others requiring additional services will go to Step 3.

3) Work and Learn - Placement in a work experience training site with a H2CP employer for 6-8 weeks at 20-30 hours per week; concurrently, dependent on the participant's needs, 10-20 hours per week will be spent working on basic education skills or a GED through CR's adult education Learning Lab at the America's Job Center of California (AJCC).

4) Job Placement or Additional Training - Upon successful completion of initial training goals, participants may advance to additional career technical training for a MC3 certification, CR vocational credential or certificate or an apprenticeship program; or participant will move to permanent work through an On-the-Job-Training position that provides a partial salary reimbursement during onboarding and training period. WIOA Adult funds and co-enrollment will be leveraged as needed for longer-term advanced or remote apprenticeship training.

5) Retention supports – Participant will receive case managed follow-up services, including supportive service needed to sustain a new job or training, and continued job mentoring and retention supports from ETD.

H2CP Participants will receive full case-management throughout the program. A vocational counselor will meet with them regularly to monitor progress, provide supportive services as necessary and coach and encourage them through their training and job-site placements. All case management and client activities will be tracked in CalJOBS for reporting purposes and to maintain a clear client record.

The design of this dual path program – for employers and H2CP Participants – addresses employment and training gaps for high growth industries in our region. We plan to recruit and train 2-5 medium size companies as active and effective work experience sites and 12-20 smaller companies as permanent placement sites.

We will also recruit and enroll 96 HC2P's, provide comprehensive assessments and soft skills training to all, and expect that at least 85% will complete this first phase of training. The second phase will include HC2P employer placement for WEX training and continued basic education, GED or MC3 pre-apprenticeship certification. We anticipate 60% will complete this phase of their training. In the final stage we will place HC2P's into an additional vocational credentialing program or direct into an OJT and/or unsubsidized job, depending on the participants readiness and goals. Anticipated final outcomes include 40 HC2P job placements with 5 in advanced training. We expect 90% employment retention, with 27 participants in targeted industry employment, and another 9 retained in other employment. Overall entered employment rate, with retention, will be 42%, with 5 % entering advance training.

This model can be replicated and will be appropriate for other rural areas facing similar challenges. All funding and resources leveraged in the program come from existing and ongoing resources. This model bridges industry with HCPD, HCSD, CR, MC3 pre-apprenticeship training, DHHS supports to address AOD and mental health issues, as well as the local AJCC and Workforce Development Board. Additionally, the introduction of employer peer-to-peer mentoring and sharing of evidence-based methods for hiring and maintaining H2CP employees, can be adopted and integrated into any California region. The project model suits any size county, but should be particularly beneficial to smaller counties with multiple small employers.

- IV. Innovation: A key innovation, particularly important when partnering with multiple small employers, is employer support and training. Information and assistance in replicating DKBF's evidenced based hiring and onboarding system will allow us to develop multiple strong employment sites and business partners. The DKBF model provides a more uniform and effective training experience across H2CP employer worksites. It will also provide better employment outcomes for participating businesses that employ H2CP Participants.

The program is also innovative in its rapid employment focus and flexibility for supervised participants. The program seeks to place participants in permanent work at the earliest juncture of readiness. Following the assessments and work readiness workshop, the program can assist clients at an individualized level by allowing them to move quickly to an appropriate level of training and desired job entry level. The program also creatively addresses the need of supervised individuals for income by providing incentives, paid work experience or on-the-job-training options throughout. This can keep the H2CP Participant invested in the program by alleviating financial stress and prevent them from quitting to seek income elsewhere or re-offend to survive.

- V. Sustainability: In discussion with the CCP, HCSP and HCSD, it is clear there is the will and funds available to continue a successful H2CP model. DHHS social service linkages and benefits and WIOA workforce resources, assuming current funding levels continuing, will also be available ongoing. Likewise adult educational funds through CR will be an ongoing resource that can be leveraged to provide basic educational supports, GED attainment and/or more training in the jail and to post-release supervised individuals that continue in such a program.

**Supervised Population Workforce Training Grant Program 2.0
Form 1: Project Budget**

EDD RFA #73705

Applicant Humboldt County Administrative Office, Economic Development Department

Item #	Expense Item	Amount Requested	Amount Leveraged	Total Allocated to Project	Source of Leveraged Funds	In-Kind or Cash
1.	Staff					
a.	Salaries	\$21,152.00	\$72,370.00	\$93,522.00	College of the Redwoods, Humboldt Probation, Dave's Killer Bread	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
b.	Fringe Benefits	\$9,622.00	\$36,242.00	\$45,864.00	College of the Redwoods, Humboldt Probation	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
2.	Staff Travel	\$4,000.00	\$800.00	\$4,800.00	Dave's Killer Bread	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
3.	Communications	\$95.00		\$95.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
4.	Facilities Rent	\$4,500.00		\$4,500.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
5.	Facilities Utilities	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
6.	Facilities Maintenance	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
7.	Office Supplies	\$43.00	\$200.00	\$243.00	College of the Redwoods	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
8.	Testing and Instructional Materials	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
9.	Equipment Purchases	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
10.	Equipment Leases/Use-Charge	\$588.00		\$588.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
11.	Tools and Supplies	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
12.	Support Services	\$0.00	\$200,000.00	\$200,000.00	Humboldt Probation	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
13.	Indirect Costs	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
14.	Other - List other in Item 14 of Budget Detail	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
15.	Subcontract(s) - List subcontract(s) in Item 15 of Budget Detail	\$360,000.00	\$24,000.00	\$384,000.00	Employment Training Division	<input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Cash
16.	TOTAL	\$400,000.00	\$333,612.00	\$733,612.00		

**Supervised Population Workforce Training Grant Program 2.0
Form 2: Budget Detail**

EDD RFA #73705

Applicant: Humboldt County Administrative Office, Economic Development Department

BUDGET LINE #1 - Staff Salary and Fringe Benefits					
List job titles of staff working on project		Salaries charged to project	Fringe Benefits charged to project	FTEs %	Amount Requested
Cindy Harrington, HC-WDB Executive		\$17,627	\$8,243	14%	\$ 25,870.00
Debbie Damiano, Administrative Analyst		\$3,525	\$1,379	3%	\$ 4,904.00
					\$ -
					\$ -
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					\$ -
Staff Subtotals		\$ 21,152.00	\$ 9,622.00	17%	\$ 30,774.00
BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL			Amount Requested
2	Staff Travel	Travel to two Community of Practice meetings hosted in Sacramento. Plus any other necessary travel.			\$ 4,000.00
3	Communications	17% of total cost for an 18 month period			\$ 95.00
4	Facilities Rent	17% of total cost for an 18 month period			\$ 4,500.00
5	Facilities Utilities				
6	Facilities Maintenance				
7	Office Supplies -- detail major	17% of total cost for an 18 month period			\$ 43.00
8	Testing/Instructional Materials -- detail major				
9	Equipment Purchases with grant funds -- list, briefly state purpose/need/cost of each item.				
10	Equipment lease/use-charge costs paid with grant funds -- list, briefly state purpose/need/total lease or use-charge cost of each item, total (to equal Budget line 10 entry).	17% of total cost for an 18 month period			\$ 588.00
11	Tools and Supplies (detail per participant cost)				
12	Support Services -- (detail each type of cost, and amount per participant)				

**Supervised Population Workforce Training Grant Program 2.0
Form 2: Budget Detail**

EDD RFA #73705

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL	Amount Requested
13	Indirect costs -- Provide rate, direct cost(s) to which authorized to be applied, approving cognizant agency and date of approval. Show how total was calculated.		
14	"Other" Costs - Identify and detail the nature of each such cost to be paid with grant funds.)		
		"Other" Subtotal	\$ -
15	Subcontract - Identify, detail main functions/activities, cost of each subcontracts and timelines of grant agreements. Subcontractors must also be identified on the Bidder's Declaration on Form 8.	Subcontractor is ETD - all costs for grant cycle	\$ 120,880.00
		Staff	\$ 9,000.00
		Travel	\$ 33,300.00
		18% Overhead	\$ 5,000.00
		DKBF Recruitment Event	\$ 3,000.00
		Equipment	\$ 5,820.00
		Tools and Supplies for clients	\$ 183,000.00
		WEX, OJT, MC3, Adv Training	\$ 360,000.00
		"Subcontract" Subtotal	\$ 360,000.00
		Total Amount Requested	\$400,000.00

**Supervised Population Workforce Training Grant Program 2.0 EDD RFA #73705
Form 3: Workplan**

Applicant: Humboldt County Administrative Office, Economic Development Department

Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
Hire necessary additional staff	Post and recruit for 2 grant-funded positions: 1 Program Coordinator and 1 Vocational Counselor	Temporary grant-funded staff hired for duration of grant	18-Jul-16
Secure MC3 Pre-Apprenticeship Training	Work with Community College and local Buildings Trade Council to bring MC3 pre-apprenticeship training to Humboldt	Articulation agreements between community college and local joint Apprenticeship programs	31-Oct-16
Participant referrals to Program	Establish and coordinate formal referral processes with Probation and Sherriff's Office	Referral process in place between grant referral partners	30-Sep-16
Participant Screening into Program	Create an appraisal tool in CaJOBS for initial screening of participants	CaJOBS appraisal tool ready for use to screen participants' appropriateness for program	30-Sep-16
Participant recruitment - 96 enrolled	10/2016 Active referrals, screening and participant enrollment begins	96 participants to be enrolled between 10/3/16 and 8/31/17	31-Aug-17
Comprehensive Assessments	10/2016 Comprehensive Assessments of enrolled participants begins	90 participants fully assessed - training needs and career goals identified and Individual Service Strategies (ISS) written	31-Aug-17
Soft-Skills Training	10/2016 Every month through 8/2017 a 2-week soft-skills training begins	76 Participants have gained softskills; Prepared for WEX and/or continued training per ISS	14-Aug-17
WEX Placements concurrent with Basic Ed, GED, MC3 or other short-term vocational training	11/2016 Every month through 8/2017 Participants start WEX and 2nd tier training as per ISS's	45 Participants successfully complete WEX and 2nd tier training	28-Aug-17

Supervised Population Workforce Training Grant Program 2.0 EDD RFA #73705

Form 3: Workplan

Advance Vocational Training, OJT and/or Unsubsidized Job Placements	12/2016 First date participants may move to additional training or be placed into a job - OJT or direct to unsubsidized job	Successful placement of 40 participants into an OJT or unsubsidized job; 5 participants continue with vocational training.	1-Dec-17
Employer Participant Workplan			
Recruit 12-25 Employers to commit to be 2nd Chance training and/or placement sites	Presentation event with Dave's Killer Bread Foundation, LWDB, ETD, and Probation with multiple local employers	2-5 Medium size companies (50-100 employees) commit to participate as WEX training sites; 12-20 smaller companies commit to become OJT and permanent placement sites	15-Sep-16
Training and Mentoring for participating employers	Individual meetings and support for employers from DBKF and ETD staff to help them customize and adopt the DBK model for employing ex-offenders	Personalized "Play Book" for participating employer and plan for becoming a WEX and/or Unsubsidized Job site for 2nd Chance employees	18-Nov-16
11/2016 Begin placing WEX trainees with Employers	Support employer and participants through 6-8 week WEX trainings	Successful completion of WEX with participant prepared to enter OJT or unsubsidized employment; or to advance to additional vocational training	28-Aug-17
1/2017 First OJT or unsubsidized job placements begin	Working with employers to secure permanent placements for participant; retention support for both employer and participant	40 participants put into permanent jobs with participating employers; 5 participants move on to additional vocational credentialing	1-Dec-17

**Supervised Population Workforce Training Grant Program 2.0
Form 4: Participant Plan**

EDD RFA #73705

Applicant: Humboldt County Administrative Office, Economic Development Department

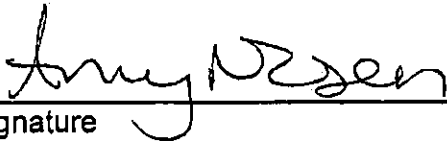
	Q1 Jun - Sep	Q2 Oct - Dec	Q3 Jan - Mar	Q4 Apr - Jun	Q5 Jul - Sep	Q6 Oct - Dec	TOTAL
1. Participants to be Serve	0	26	26	26	18	ongoing	96
2. Enrollment in Training	0	25	25	25	15	ongoing	90
3. Completion of Training	0	21	21	21	13	ongoing	76
4. Attained Industry-Valued Certificate, Credential or Degree	0	0	10	10	6	ongoing	26
5. Placement in Postsecondary Education	0	0	2	2	1	ongoing	5
6. Placement in State-Approved Apprenticeship*	0	0	0	0	0	0	0
7. Placement in Industry Sector Employment							40
Industry Type: Niche Manufacturing	0	0	3	3	3	3	12
Industry Type: Building and Systems Construction	0	0	3	3	3	3	12
Industry Type: Specialty Food, Flowers and Beverage	0	0	3	3	3	3	12
Industry Type: Forest Products	0	0	1	1	1	1	4
8. Placement in Temporary/Other Employment	0	0	0	0	0	0	0
9. Retention in Employment	0	0	9	9	9	9	36

* Note: State-Approved Apprenticeship programs do not exist through local unions, and enrollment with the unions is very minor in Humboldt due a dearth of union jobs in the area. In order to provide apprenticeships, individuals have to travel out of the County. Consistently, there has been little interest in this option. Participants enrolled in the H2CP will be provided the option to enroll in an out-of-county Apprenticeship program however we are unable to predict how many will have interest in this. Currently, we might sign one Humboldt County resident up a year.

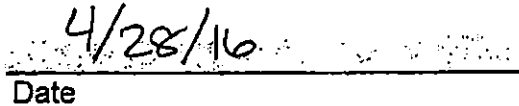
WORKERS' COMPENSATION CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Agreement.



Signature



Date

Amy Nilsen, County Administrative Officer

Name and Title (Print or Type)

825 5th Street

Street Address

County of Humboldt

Firm Name

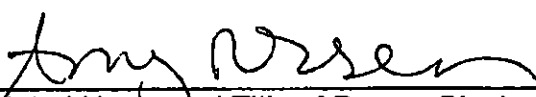
Eureka, CA 95501

City, State, Zip

CONTRACTOR CERTIFICATION CLAUSES-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Humboldt, County Administrative Office		<i>Federal ID Number</i> 94-6000513	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> Amy Nilsen, County Administrative Officer			
<i>Date Executed</i> 4/28/16		<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

Supervised Population Workforce Training Grant Program 2.0

Form 6: CCC-307

EDD RFA #73705

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None (If "None", go to Item #2)

b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

The County of Humboldt will provide grant management and oversight including all administrative and fiscal activities through the County Administrative Office, Economic Development Department.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
County of Humboldt, Department of Health and Human Services, Employment Training Division Connie Beck, 441-5400	930 6th Street, Eureka CA 95501	NONE	Technically, an Inter-County subcontractor, work is being handled by another department within the County. Coordinating and delivering services to	90%	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment Rental is N/A					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Supervised Population Workforce Training Grant Program 2.0

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between:

Partner	Agency Description
Humboldt County Administrative Office, Economic Development Department (EcDev)	Administers the Workforce Innovation and Opportunity Act program and provides business and workforce support.
Humboldt County Workforce Development Board (HC-WDB),	HC-WDB convenes local workforce development system stakeholders to provide coordination and support for workforce needs in Humboldt County.
Humboldt County Probation Department (HCPD)	HCPD is a county-operated corrections agency that provides presentence investigations and community supervision and case management of felony offenders for the Superior Court.
Humboldt County Sheriff Department (HCSD),	HCSD operates the County's only Type II jail facility located in downtown Eureka, California. The Main Jail has a rated capacity for 411 inmates and houses both pretrial and sentenced offenders.
Humboldt County Department of Health and Human Services, Employment Training Division (ETD),	ETD provides a comprehensive array of services including labor exchange between local job seekers and business, job search assistance, vocational counseling, vocational training and business services to help employers with hiring and workforce needs.
College of the Redwoods (CR)	CR is a community college that delivers excellent transfer, adult foundational and career technical education.
Dave's Killer Bread Foundation (DKBF)	DKBF is a nonprofit organization based in Milwaukie, Oregon, that works to expand employment opportunities for people with criminal backgrounds

The purpose of the MOU is to demonstrate cooperative working relationships between the agencies and outline respective roles and responsibilities for the grant activities. If funds are awarded to Humboldt County, a formal MOU will be developed and entered into between the parties.

Roles and Responsibilities

Agency	Responsibilities
Humboldt County Administrative Office, Economic Development Department	<ul style="list-style-type: none"> • Lead agency submitting grant application on behalf of the HC-WDB. • Grant management includes overall fiscal and administrative responsibility. • Submits quarterly reports and monthly invoices to the State.

<p>Humboldt County Workforce Development Board</p>	<ul style="list-style-type: none"> • Lead agency in conjunction with EcDev. • Monitoring and tracking grant performance. • Coordination with all agencies involved in grant.
<p>Humboldt County Probation Department</p>	<ul style="list-style-type: none"> • Identify moderate and high risk offenders on court-ordered community supervision who have identified needs in the vocational realm. • Assigned supervision officers will make referrals to ETD and coordinate case management with ETD staff, as well as with any other indicated community based providers.
<p>Humboldt County Sheriff Department</p>	<ul style="list-style-type: none"> • Collaboration and coordination with ETD and CR to create pathways for inmates to enter into the Second Chance program after release.
<p>Humboldt County Department of Health and Human Services, Employment Training Division</p>	<ul style="list-style-type: none"> • Acts as program lead to coordinate, track, deliver and report on program services. <p><u>For Employer participants to include:</u></p> <ul style="list-style-type: none"> • Coordinate with Dave’s Killer Bread Foundation (DKBF) to hold an employer event to recruit regional employers to participate as employers of 2nd Chance individuals; • In collaboration with DKBF, help train participating employers how to screen, hire, onboard and train 2nd Chance individuals; • Provision of wage-subsidies as appropriate to the employer’s level of participation; • Ongoing assistance to employers to help ensure 2nd Chance individuals placed through program become effective and successful employees. <p><u>For 2nd Chance participants to include:</u></p> <ul style="list-style-type: none"> • Conduct recruitment, accept referrals and enroll clients in program; • Client case management including assessments, vocational career counseling, training plan development, provision of supportive services, and monitoring of client progress throughout program; • Work-Readiness and/or Succeeding at Work workshops; • General education and vocational training as indicated and requested; • Job site development and monitoring for Work Experience and/or On-the-Job training placements; • Post program assistance as needed;

	<ul style="list-style-type: none"> • Enroll, record client activities and case note in CalJOBS for each participant; • Coordinate case management with other program partners as necessary; • Track program costs, including client training expenditures throughout grant; • Report progress and outcomes as required by the grant parameters.
College of the Redwoods	<ul style="list-style-type: none"> • Provide the supervised population with multi-level education and training, including; basic and secondary skills, job readiness, ESL and immigrant education, education for seniors and adults with disabilities, and short-term career and technical education. • Provide related student support through academic testing and advising. • On-site instruction in the Humboldt County jail, creating an opportunity to develop pathways for inmates to continue their education and training beyond incarceration.
Dave's Killer Bread Foundation	<ul style="list-style-type: none"> • Provide Second Chance employer sites access to the employer education video series, Second Chance Playbook. • Provide a Second Chance employment presentation & workshop in Humboldt. • Develop Second Chance employment curriculum and best practices, individualized for each employer.

Reporting Requirements

EcDev and the HC-WDB staff will be responsible for submitting quarterly narrative reports, monthly invoices to the State and the closeout report when the grant term ends. ETD will report accurate participant data, including participant information, project activities and outcome data through CalJOBS. HCPD will provide participant data tracking, reporting and evaluation to the HC-WDB.

Leveraged Resources

The Humboldt County Community Corrections Partnership will provide \$200,000 cash match in order to facilitate better outcomes for adult offenders in the criminal justice system, the funds will spent directly on participants for training and subsidized wages. In addition, staff time, materials and travel expenses will be contributed with in-kind match of \$109,612 by CR, HCPD and DKBF. ETD will provide in-kind match of \$24,000 for training participants with WIOA funds.

Timeframe

This MOU will commence on July 1, 2016 and will dissolve at the end of the grant funding period on December 31, 2017.

Confidentiality

In order to ensure the safety of clients, all parties to the MOU agree to adhere to confidentiality expectations as outlined in the Grant Agreement.

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.

This MOU is the complete agreement between the EcDev, HC-WDB, HCPD, HCSD, ETD, CR, and DKBF and may be amended only by written agreement signed by each of the parties involved.

[Signature Pages Follow]

Humboldt County Workforce Development Board

Authorized Official: 
Evelyn Giddings, Vice Chair

Date: 4-22-16

Humboldt County Administrative Office, Economic Development Department

Authorized Signature: Amy Nilsen
Amy Nilsen, County Administrative Officer

Date: 4/28/16

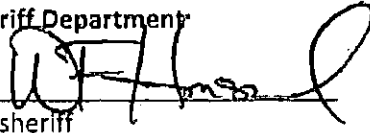
Humboldt County Probation Department

Authorized Official: William Damiano
William Damiano, Chief Probation Officer

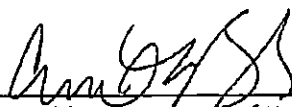
Date: April 22, 2016

Humboldt County Sheriff Department

Authorized Signature:
William Honsal, Undersheriff

A handwritten signature in black ink, appearing to read 'W. Honsal', written over a horizontal line.

Date: 4/21/2016

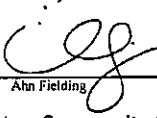
Authorized Signature: 

Date: 4-26-16

Connie Beck, Director, Humboldt Department of Health and Human Services

College of the Redwoods

Authorized Signature:



Ahn Fielding

Date: 4/29/16

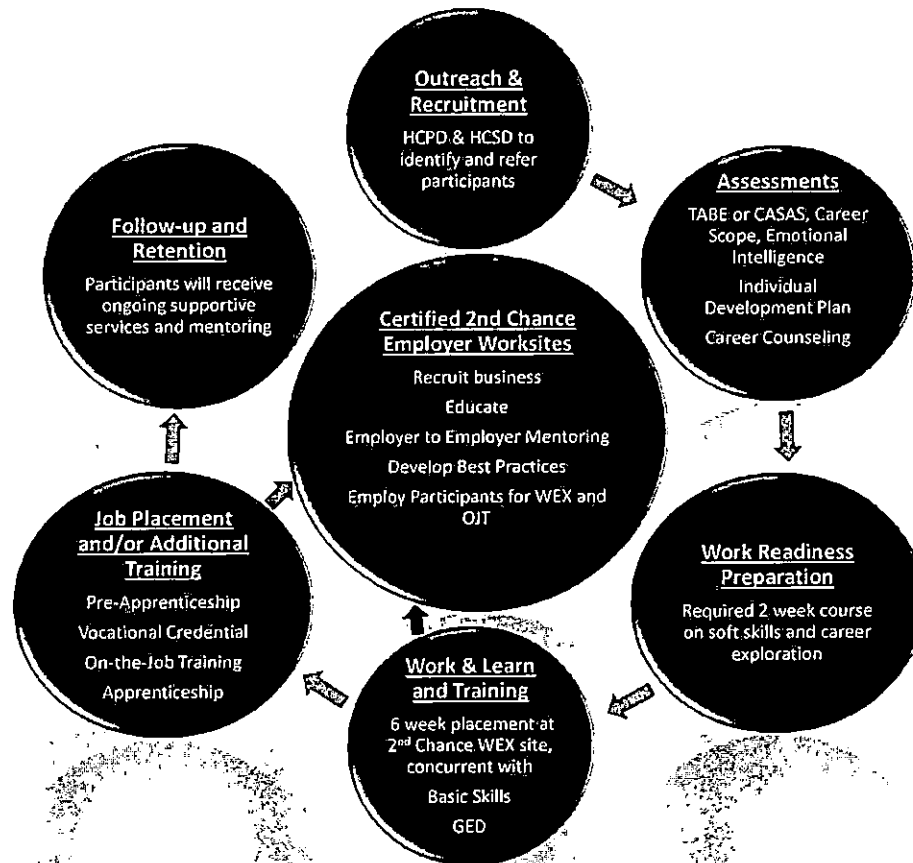
Ahn Fielding, Executive Director, Community & Economic Development

Dave's Killer Bread Foundation

Authorized Signature: gmartin
Genevieve Martin, Executive Director

Date: 4.27.2016

Participant Service Delivery Flow Chart



Attachment 2:

Memorandum of Understanding between the Department of Health and Human Services
and the County Administrative Office/Economic Development

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE HUMBOLDT COUNTY
ADMINISTRATIVE OFFICE
AND
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

This Memorandum of Understanding (“MOU”), entered into this 15th day of August 2016, by and between the County of Humboldt, a political subdivision of the State of California, by and through its County Administrative Office, Division of Economic Development, hereinafter referred to as “CAO,” and the Employment Training Division of the Humboldt County Department of Health and Human Services, a governmental entity, hereinafter referred to as “ETD,” together referred to as “the Parties,” is made upon the following considerations:

WHEREAS, the County has received funding from the California State Employment Development Department (EDD) and the California Workforce Development Board (CWDB); and

WHEREAS, the EDD makes available through a sub-grant agreement with the County AB 2060 Supervised Population Training Grant 2.0 Funds; and

WHEREAS, the EDD sub-grant permits the use of AB 2060 funds to deliver workforce training to the supervised population to reduce the risk of recidivism; and

WHEREAS, the CAO is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the parties desire to enter into an MOU which sets forth each party’s rights and responsibilities regarding use of AB 2060 funds.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, it is hereby understood and agreed by and between the parties as follows:

1. CAO’s RESPONSIBILITIES:

CAO will provide ETD with funding amounts as outlined in Exhibit A – Allocation, for AB 2060 activities, in accordance with the payment provisions set forth herein.

2. ETD’s RESPONSIBILITIES:

ETD agrees to coordinate and provide the AB 2060 activities described in Exhibit B – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services and assistance, ETD agrees to cooperate with the Executive Director of the Division of Economic Development or designee thereof, hereinafter referred to as “Director.”

3. TERM:

The term of this MOU shall begin on August 15, 2016 and shall remain in full force and effect through December 31, 2017, unless extended or sooner terminated according to the provisions of this MOU.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of CAO, ETD fails to adequately perform the AB 2060 activities required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law

applicable to its performance herein, CAO may terminate this MOU immediately, upon notice.

- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. CAO's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, CAO shall, at its sole discretion, determine whether this MOU shall be terminated. CAO shall provide ETD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this MOU, ETD shall be entitled to compensation for AB 2060 activities performed pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to CAO resulting from a breach of this MOU by ETD.

5. COMPENSATION:

- A. Maximum Amount Payable. ETD agrees to perform all AB 2060 activities required by this Agreement, not to exceed Three Hundred and Sixty Thousand Dollars (\$360,000).
- B. Schedule of Rates. The specific rates and costs applicable to this MOU 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 ETD, or compensated by CAO, without written authorization by CAO. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of ETD.

6. PAYMENT:

ETD shall submit to CAO monthly invoices outlining AB 2060 costs and eligible expenses incurred pursuant to the terms and conditions of this MOU by the fifteenth (15th) day of each month. Payment for AB 2060 activities rendered, and costs and expenses incurred, hereunder shall be made within thirty (30) days of receipt of approved invoices. All invoices submitted by ETD shall be sent to CAO Economic Development Department at the following address:

CAO:
Humboldt County Economic Development Department
Workforce Development Board
520 E Street
Eureka, CA 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU 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:

CAO:

Humboldt County Economic Development Department
Workforce Development Board
Executive Director
520 E Street
Eureka, CA 95501

ETD:
Department of Health and Human Services
Social Services Branch Director
929 Koster Street
Eureka, CA 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. ETD agrees to timely prepare accurate and complete financial, performance and payroll records relating to the AB 2060 activities provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, 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.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of ETD, and its subcontractors, related to the AB 2060 activities provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized local, state or federal agencies for a period of three (3) years after final payment under this MOU. ETD hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by CAO and any other duly authorized local, state or federal agencies. ETD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by CAO and any other duly authorized local, state or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because ETD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by CAO.

9. MONITORING:

ETD agrees that CAO has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor ETD's records, programs or procedures, at any time, as well as the overall operation of ETD's programs, in order to ensure compliance with the terms and conditions of this MOU. However, CAO is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of AB 2060 activities performed by ETD pursuant to the terms of this MOU.

10. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this MOU, 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.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, ETD may receive confidential information. ETD shall comply with all laws regarding public records and confidentiality, including but not limited to the California Public Records Act, the California Welfare and Institutions Code section 10852, California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information, and any other relevant state and federal law. To the extent permissible under the law, the Parties shall not disclose confidential information of a Participant to third parties without the Participant's written permission and shall only disclose such information to persons having responsibility under the MOU to the extent the disclosure is necessary to the performance of the MOU.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of any and all applicable local, state and federal laws, regulations, policies or procedures.

12. COMPLIANCE WITH APPLICABLE LAWS:

The Parties agree to comply with all local, state and federal laws and regulations applicable to the AB 2060 activities covered by this MOU. Each party further agrees to comply with all applicable local, state and federal licensure and certification requirements.

13. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU 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.

14. REFERENCE TO LAWS AND RULES:

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

15. SEVERABILITY:

If any provision of this MOU, 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 MOU.

16. ASSIGNMENT:

ETD shall not delegate its duties or assign its rights hereunder, either in whole or in part, without CAO's prior written consent. Any assignment by ETD in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by ETD to obtain supplies, technical support or professional services.

17. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

18. NO WAIVER OF DEFAULT:

A. General Waivers. The waiver by either party of any breach or violation of any requirement of this MOU 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 MOU.

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

19. AMENDMENT:

No additions to, or alterations of, this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

20. 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 paragraphs 1 through 25 of this MOU, paragraphs 1 through 25 of this MOU shall have priority.

21. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be 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.

24. ENTIRE AGREEMENT:

This MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

25. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]

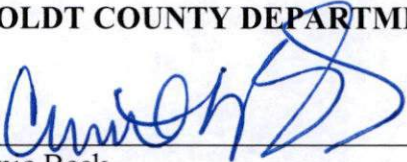
IN WITNESS WHEREOF, the Parties hereto have executed this MOU by their duly authorized representatives as of the day and year first above written.

HUMBOLDT COUNTY ADMINISTRATIVE OFFICE

By: _____
Amy S. Nilsen
County Administrative Officer

Date: _____

HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By:  _____
Connie Beck
Director

Date: _____

LIST OF EXHIBITS:

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

**AB 2060 Supervised Population Grant
Allocation**

Funding Start Date: 8/15/2016 Funding End Date: 12/31/17

Agreement Number: M6103054

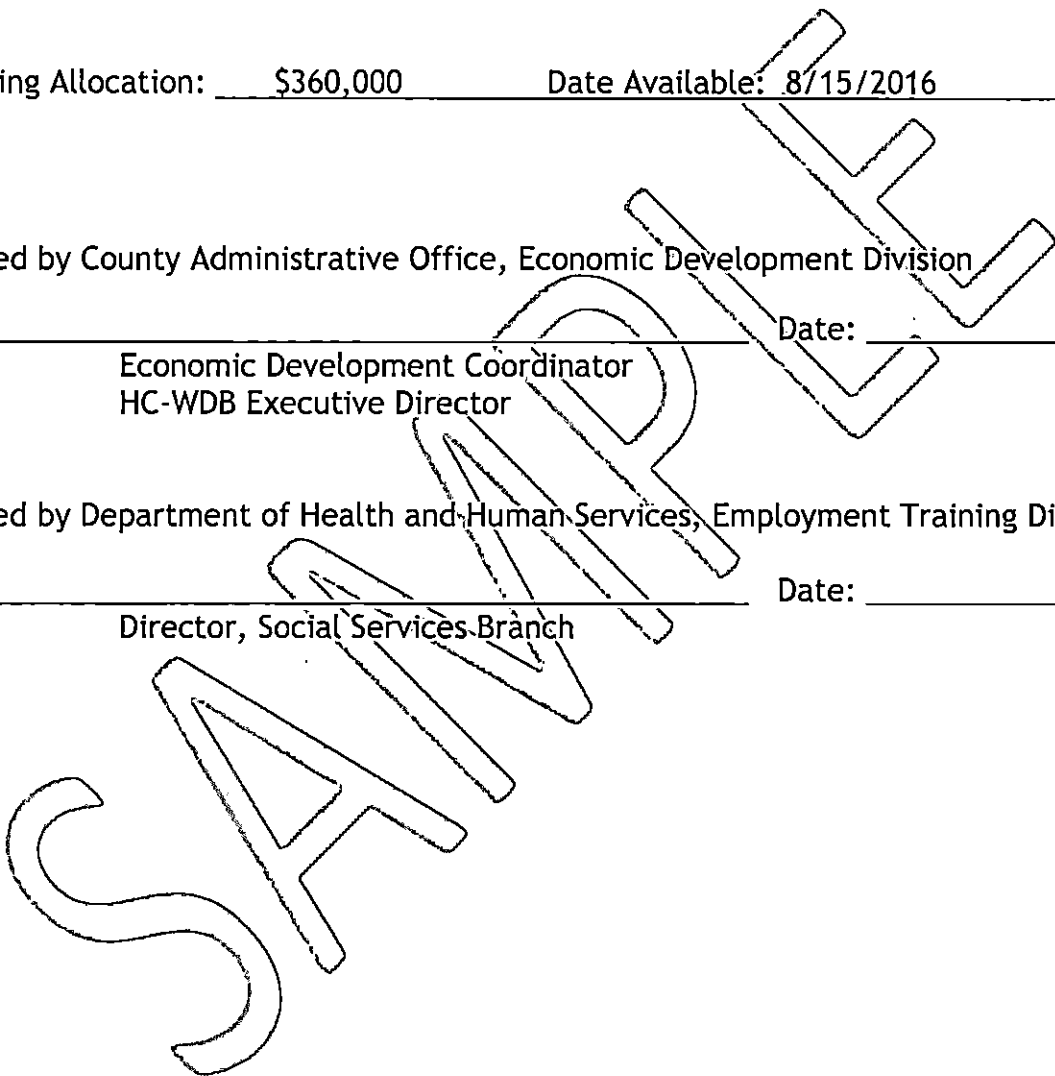
Funding Allocation: \$360,000 Date Available: 8/15/2016

Agreed by County Administrative Office, Economic Development Division
Date: _____

Economic Development Coordinator
HC-WDB Executive Director

Agreed by Department of Health and Human Services, Employment Training Division
Date: _____

Director, Social Services Branch



SCOPE OF SERVICES
AB 2060 Supervised Population Grant
Employment Training Division
August 15, 2016 through December 31, 2017

1. SERVICES:

ETD will use AB 2060 funds to provide the following activities:

- A. Work with College of the Redwoods to develop MC3 pre-apprenticeship program.
- B. Establish and coordinate referral process with Probation and Sheriff's office.
- C. Create an appraisal tool in CalJOBS for initial screening for participants.
- D. Screen and enroll participants into program.
- E. Conduct comprehensive assessments for all enrolled participants.
- F. Identify and training needs and career goals and develop an Individual Service Strategy.
- G. Develop and provide a 2-week soft skills course for all participants.
- H. Place participants into work experience, on-the-job training or vocational training.
- I. Coordinate and host an employer recruitment event with Dave's Killer Bread Foundation.
- J. Recruit 12-25 employers to become worksites for the program.
- K. In collaboration with Dave's Killer Bread Foundation, help train participating employers how to screen, hire, onboard and train participants.
- L. Report progress and outcomes quarterly.
- M. Maintain complete participant files.
- N. Report participant data into CalJOBS from enrollment to exit and through follow-up.
- O. Maintain all necessary program and fiscal records related to transitional activities and funds.
- P. Cooperate with Director and CAO staff in the planning, operation and monitoring of the program.

3. CAO RESPONSIBILITIES:

During the course of this MOU, CAO will:

- A. Act as fiscal agent for all AB 2060 Funds.
- B. Timely provide ETD with any and all updated State or Federal guidelines.
- C. Provide ETD with the appropriate reporting forms, collect data, and file required reports with the State of California.
- D. Monitor ETD for compliance with this Agreement and with local, state, and federal requirements annually.

SCHEDULE OF RATES
Employment Training Division
August 15, 2016 through December 31, 2017

1. COMPENSATION:

ETD agrees to perform all AB 2060 activities required by this MOU for an amount not to exceed Three Hundred and Sixty Thousand Dollars (\$360,000).

2. INVOICES:

ETD will submit an itemized invoice to CAO, using the invoice form, attached hereto as Attachment I, and incorporated as part of this MOU. ETD will submit invoices to CAO each month during the term of this MOU. Invoices are due within 15 days of the end of each month in which Adult activities were performed.

3. PAYMENT:

Payment will be made by the CAO to the ETD within 30 days of receipt of invoice.



Social Services
Stephanie Weldon, MSW, Director
929 Koster Street, Eureka, CA 95501
phone: (707) 476-4700 | fax: (707) 441-2096

(Date)

Debbie Damiano
Humboldt Economic Development Division
520 E Street
Eureka, CA 95501

Dear Ms. Damiano:

The following is a signed invoice of the (Month) 2016 expenditure reports-I emailed (Date):

Bill for Grant Programs for (Month) 2016

Formula Funds:		Grant Number	Amount
201/202	WIOA Adult	K7102030	\$ 0
501/502	WIOA Dislocated Worker	K7102030	0
Other Funds:			
	AB 2060 Supervised Pop	M6103054	0
1024	Additional Assistance	K7102030	0
540/541	WIOA <i>Transition</i> Funds - RR	K7102030	0
292/293	WIOA <i>Transition</i> Funds - LA	K7102030	0
540/541	WIOA Rapid Response	K7102030	0
292/293	WIOA Youth	K7102030	0
301	WIOA Youth Technical Assist.	K7102030	0
TOTAL			\$ 0

"I certify to the best of my knowledge that this report is true in all respects, that the reported activities and amounts agree with the official accounting records, and that all disbursements have been made for the purposes and conditions of the grant."

Signature: _____ Date: _____
Connie Lorenzo, Employment Training Manager

Please transfer the reimbursement into the appropriate departments at your earliest convenience. Thank you for your cooperation.

Sincerely,

LaNae Henderson
Employment Training Division, Fiscal
930 Sixth Street, Second Floor
Eureka, CA 95501

