



AGENDA ITEM NO.
C-32

COUNTY OF HUMBOLDT

For the meeting of: June 23, 2015

Date: June 3, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *PRC*
Department of Health and Human Services- Children and Family Services

Subject: Agreement with California Youth Connection (CYC) for Fiscal Year 2015-16

RECOMMENDATION(S):
That the Board of Supervisors:

1. Approves and authorizes the Chair to sign three (3) originals of the Agreement with CYC to provide assistance in the planning and development of services offered to this county's transition age youth and foster youth (Attachment 1) for fiscal year 2015-16;
2. Approves and authorizes the Department of Health and Human Services (DHHS) Social Services Director to exercise the future options to extend the Agreement for fiscal years 2016-17 and 2017-18 by providing a 30-day written notice to CYC; and
3. Directs the Clerk of the Board to return two (2) executed originals of the Agreement to the DHHS - Contract Unit for forwarding to DHHS- Children and Family Services Division.

SOURCE OF FUNDING:
Mental Health Fund

DISCUSSION:

Since the inception of the Humboldt County Transition Aged Youth Collaboration (HCTAYC) almost seven years ago, the California Youth Connection (CYC) and its Y.O.U.T.H. Training Project (YTP) have

Prepared by Sharon Wolff, Staff Services Analyst II CAO Approval Amy Olson

REVIEW:	Auditor <u>MBM</u>	County Counsel <u>BFA</u>	Personnel	Risk Manager <u>KHOF</u>	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Sundberg

Ayes Sundberg, Fennell, Bohn, Bass

Nays

Abstain

Absent Lorelace

PREVIOUS ACTION/REFERRAL:

Board Order No. G-2, C-6, C8, C8, C6, C18, C16

Meeting of: 3/24/09, 1/26/10, 1/4/11, 12/13/11, 9/18/12, 2/26/13, 7/1/14

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

Dated: June 23, 2015

By: [Signature]
Kathy Hayes, Clerk of the Board

been an important community partner for the DHHS' efforts to support Transition Age Youth (TAY) and foster youth. CYC has partnered with DHHS in coordination, development, training and consultation for services to transition age youth and foster youth in Humboldt County and the State. CYC and YTPs' collaboration with DHHS through HCTAYC has increased the number of youth engaged in the policy improvement process, reaching foster and former foster youth, homeless youth, youth with mental health needs, youth in juvenile justice settings, and other Humboldt County youth. Youth-informed policies and programs lead to better outcomes for youth as they transition into successful adulthood, such as improved housing stability, completion of high school or equivalent, obtaining employment, and health/mental health maintenance. Better outcomes for youth lead to more cost effective systems over time.

This Agreement will continue to facilitate the collaboration between DHHS, local TAY, and CYC/YTP with CYC/YTP coaching and supporting specific HCTAYC activities that impact policy and program development both locally and at a statewide level. This ongoing relationship also provides linkage to state conferences and policy forums that effect youth.

The technical assistance coaching to local youth in the development and implementation of a local policy issues, education and outreach campaign focused on improving the experience of being a foster youth and/or TAY in Humboldt County will continue. The partnership between CYC/YTP and HCTAYC will continue to provide enhanced youth leadership, advocacy skills, youth empowerment and policy development.

Therefore, DHHS recommends that the Board approves and authorizes the Chair to sign three (3) originals of the Agreement with CYC to provide assistance in the planning and development of services offered to this county's transition age youth and foster youth (Attachment 1) for fiscal year 2015-16, and approves and authorizes the Department of Health and Human Services (DHHS) Social Services Director to exercise the future options to extend the Agreement for fiscal years 2016-17 and 2017-18 by providing a 30-day written notice to CYC.

FINANCIAL IMPACT:

Funding for this Agreement is made available through DHHS-Mental Health, Mental Health Services Act, Prevention and Early Intervention (MHSA-PEI) revenues. The MHSA-PEI Transition Age Youth Advocacy Program is approved by the State Oversight and Accountability Commission.

Expenditures related to this agreement are included in the proposed FY 2015-16 budget for Mental Health Services Act 1170-477. The total contract cap for this Agreement is \$256,408 with \$201,260 allocated for the CYC Y.O.U.T.H. Training Project and \$55,148 for Local CYC Chapter Support. Expenditures for FY 2014-15 are projected to be \$200,294. There is no impact on the County General Fund.

The services provided under this Agreement supports the Board's Strategic Framework by protecting vulnerable populations, creating opportunities for improved safety and health and facilitating public/private partnerships to solve problems.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve and execute this Agreement to provide these critical services to TAY. However the DHHS-Children and Family Services does not have qualified staff to perform these services and does not recommend this alternative.

ATTACHMENTS:

Attachment 1: Agreement with California Youth Connection for FY 2015-2016 (3 originals)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 23rd day of June, 2015, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and California Youth Connection (hereinafter, CONTRACTOR), a *non-profit*.

RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) - Children and Family Services desires to retain CONTRACTOR to provide the following services:

Administration of training and consultation services of a foster youth advocacy group for assistance in the planning of services offered to this county's foster youth and transition age youth for the development and implementation of local policy issues, education and outreach campaign focused in improving the experience of being a foster youth and/or transition age youth in Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR is an agency with employees qualified to perform such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES/DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of two (2) pages, attached hereto and incorporated by reference. Said exhibit describes the work to be performed by CONTRACTOR under this Agreement.

2. NO TERMS NOT INCLUDED:

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any all prior agreements of the parties.

3. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any

previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

4. TERM

This Agreement shall commence upon July 1, 2015 and terminate on June 30, 2016. COUNTY has the option to extend this Agreement upon the same terms and conditions for two (2), one (1) year terms. Said option may be exercised by COUNTY giving CONTRACTOR written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to CONTRACTOR Thirty (30) days prior to the end of the initial term of the Agreement.

5. COMPENSATION

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Two Hundred Fifty-Six Thousand Four Hundred Eight Dollars (\$256,408) of which \$55,148 is for California Youth Connection Chapter Specific Costs, attached hereto as Exhibit C. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated by reference.

6. PAYMENT

CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.

7. TERMINATION FOR REDUCTION OR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

8. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement

immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

9. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 11, Notices.

10. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

11. NOTICES

Notices shall be given to COUNTY at the following address:

Deputy Director of Children and Family Services
Humboldt County Department of Health & Human Services
929 Koster Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Dr. Joseph Teitz
California Youth Connection
604 Mission Street, 9th Floor
San Francisco, CA 94105

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

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12. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

13. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

14. BOOK OF RECORD AND AUDIT PROVISIONS

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.

B. CONTRACTOR will permit COUNTY, State and/or Federal

Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.

- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

15. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

16. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

17. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

19. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits,

available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

20. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

21. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

22. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

23. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable Federal and State laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic

characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and Division 21.

24. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

25. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

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26. INSURANCE

- A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
 3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.
 4. Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall

require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 11. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has

been secured and is in place.

- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

27. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every

nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

28. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

29. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. BINDING EFFECT

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

31. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

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32. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

33. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

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

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *Ann Hubbell, Deputy*

APPROVED AS TO INSURANCE:

K. Higginbotham for Don Filke
Risk Manager

COUNTY OF HUMBOLDT:

Estelle Drennell
Chair, of the Board of Supervisors

CONTRACTOR:

Joseph Tietz
Name

Executive Director
Title

Jamie Lee Evans
Name

Director of Training
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

EXHIBIT A

SCOPE OF WORK California Youth Connection Y.O.U.T.H. Training Project For Fiscal Year 2015–16

CONTRACTOR agrees to provide consultation services and technical support necessary to assist COUNTY in implementing the Humboldt County Transition Aged Youth Collaboration (HCTAYC) project from July 1, 2015 through June 30, 2016 as set forth in below.

General Coaching/Advisement

Up to 240 Hours of coaching provided by Y.O.U.T.H. Training Project (YTP) to the new local project director and team including but not limited to:

- Historical consultation
- General program and work plan development guidance
- Youth development consultation
- Policy strategy and evaluation
- Fiscal management and planning
- Digital storytelling recruitment, preparation and selection process
- Local policy recommendation coaching related to local policy development, research, youth engagement in recommendation process, etc.

Trainings / Workshops/ Retreats

Up to 200 hours per fiscal year, YTP will share expertise and facilitate youth and staff training events including:

- Workshop preparation and planning
- Travel related to training / events
- Original material development and duplication of training materials
- On site instruction and coordination with HCTAYC staff

Digital Storytelling Support and On Site Staffing

YTP will manage and facilitate on-site HCTAYC youth participation in a Digital Storytelling workshop once per fiscal year which includes the following:

- On site management, supervision and support of the Digital Storytelling process for up to 10 youth.
- Staff (4) support on site for 40 hours for instruction, general staffing, event planning, crisis intervention, supervision, etc.
- Travel expenses for participants and staff.
- Contracting with a professional digital storytelling company to provide instruction and post production services

HCTAYC Youth Advisory Board (YAB) Participation in YTP Events

YTP will support per fiscal year:

- Two Humboldt youth to attend the Winter Leadership Institute (4 days)
- Two youth to attend YTP Wellness Retreats (2.5 days each x 2 retreats).
- Additional YTP leadership and training events as per allowed by budget

Conference Support

- Provide supervision, support and guidance for up to ten (10) HCTAYC youth participants at annual selected conferences
- Plan for and provide transportation to offsite events in the evenings and off hours of the conference
- Includes travel and lodging for support staff member per conference

EXHIBIT B

**PAYMENT AGREEMENT
California Youth Connection
For Fiscal Year 2015-16**

California Youth Connection Y.O.U.T.H. Training Project			
Line No.	Description	Amount Budgeted	Total Budget
1	PERSONNEL	////////	////////
2			
3	General Coach/Advisement – 20hr/mo@150 per hour	\$36,000	\$36,000
4			
5	In State and Out of State conference Support (Up to 3 Conferences)	\$18,000	\$18,000
6	Trainings and Workshops – 200 hours @ 100/hr	\$20,000	\$20,000
7	YAB Participation in YTP events – registration \$750/youth/event +costs	\$10,000	\$10,000
8	Fiscal Assistant @ 0.25 FTE; includes salary and benefits	\$16,900	\$16,900
9	Subtotal	\$100,900	\$100,900
10	OPERATING	//////////	//////////
11	Printing and reproduction	\$83	\$83
12	Supplies	\$1,250	\$1,250
13	Training Related Working meals & Learning Aids	\$1,333	\$1,333
14	Travel	\$15,000	\$15,000
15	Out of State Travel	\$5,000	\$5,000
16	BAY AREA MAINTENANCE & OPERATIONS	//////	// ////
17	Field Cell Phone and Hotspot	\$200	\$200
18	Postage	\$50	\$50
19			
20	Digital Storytelling On-Site Mgmt & Support 160hrs@ \$75/hr	\$12,000	\$12,000
21	Digital Storytelling Project	\$32,000	\$32,000
22	Local CYC Chapter Support	\$55,148	\$55,148
23			
24	Subtotal	\$122,064	\$122,064
25	Subtotal Personnel & Operating Costs	\$222,964	\$222,964
26	INDIRECT COST – 15%	\$33,445	\$33,445
27	TOTALS	\$256,408	\$256,408

EXHIBIT C

PAYMENT AGREEMENT
Local CYC Chapter Support
For Fiscal Year 2015-16

CYC Program Budget FY 2015-2016		
Expenses	Amount	Notes
Personnel:		
Salaries		
CYC Northern Region Manager @ 20%	\$11,400	
Executive Director @ 5%	\$6,350	
Employee Benefits	\$4,438	
Consultants:		
Youth Special Projects		
CYC Member Stipends	\$500	CYC Statewide Advisory Board meetings & special projects
Professional Special Projects	\$700	Graphic design, skills building workshops, etc.
Personnel Sub-Total	\$23,388	
Non-Personnel		
Meeting Expenses	\$7,000	Chapter meeting meals & special meeting expenses & conference registration fees (Day at the Capitol and Summer Leadership and Policy Conference)
Postage & Delivery	\$250	
Printing & Reproduction	\$500	In-Kind from Humboldt Co. except professional outreach/local issue materials
Supplies	\$1,500	Chapter and administrative supplies; youth professional clothing stipends as needed
Telephone	\$510	Staff mobile phone & hotspot services
Travel	\$20,000	Staff & chapter travel while traveling only (not regular chapter meeting expenses)
Travel	\$2,000	Includes staff technical assistance travel & youth travel @ 2 Statewide conferences, CYC Advisory Board Meetings (4), Legislative Committee Meetings (2), Regional Trainings, CYC Board Meetings, Supporter Trainings, etc.
Non-Personnel Sub-Total	\$31,760	
Total	\$55,148	