



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C18

For the meeting of: December 12, 2017

Date: November 20, 2017
To: Board of Supervisors
From: William Damiano, Chief Probation Officer
Subject: Memorandum of Understanding with Redwood Coast Action Agency and corresponding Supplemental Budget for budget unit 294, for contract services (4/5 vote required)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached Memorandum of Understanding (MOU) between Humboldt County Probation and Redwood Coast Action Agency (RCAA) to provide long-term case management services to clients recovering from drug and alcohol addiction;
2. Authorize the Chief Probation Officer to execute this MOU, as well as any amendments or extensions necessary to complete this year long pilot program;
3. Approve the corresponding supplemental budget for budget unit 294, (4/5 vote required)

Prepared by : Elisha Hardison, Legal Office Business Manager

CAO Approval

REVIEW:

Auditor

County Counsel *Sm*

Human Resources

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 *Wilson* Seconded by Supervisor *Sundberg*

- Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
- Nays _____
- Abstain _____
- Absent _____

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

Dated: *12/12/17*

By: _____

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Humboldt County Public Safety Realignment Allocation

DISCUSSION:

On March 15, 2017 the Humboldt County Community Corrections Partnership Executive (HCCCP) Executive Committee carried a motion to recommend \$100,000 in one-time funds from the criminal realignment trust to be spent funding AmeriCorps positions to assist with long-term case management services to clients recovering from drug and alcohol addiction. The request came about after the HCCCP General Committee, in its capacity serving as the local Proposition 47 (Criminal Sentences referendum passed by California voters in 2014) advisory committee assessed treatment needs and gaps and made the recommendation to hire five (5) AmeriCorp workers to work in residential treatment programs as a one-year pilot program.

The \$100,000 is included in the fiscal year 2017-18 budget request for the Probation Department's 294 budget unit. Unfortunately, RCAA held a recruitment for three months that yielded no applications and they were forced to once again return to the HCCCP executive Committee with a revised proposal for \$217,987 (including the \$100,000 previously approved). The new proposal provides for five (5) case managers, employed by RCAA, placed in three (3) different community Alcohol and Other Drugs (AOD) rehabilitation agencies for the purpose of providing long-term case management services to clients recovering from addiction. The revised proposal was brought before the HCCCP Executive Committee on July 19, 2017 and the motion carried.

The five case managers employed through RCAA will be working to support the clients with a successful transition to sober living and self-sufficiency by: strategizing with clients to create a unique plan with realistic goals and timelines; meet clients weekly to assist them with goal attainment and provide support; provide job skill development and job placement assistance; assist with transportation as needed so that clients can attend work; health appointments; apply for services; and report data back to Probation in order to monitor the effectiveness of this pilot program.

FINANCIAL IMPACT:

Due to this proposal coming to the HCCCP in two parts, the initial \$100,000 was included in the Probation fiscal year 2017-18 budget; however, the attached supplemental request is for the remaining \$117,987 of this project. The supplemental budget will increase the appropriation in Probation's realignment budget unit, in the Contract Services object (1100-294-2325) by \$117,987. The funding for this increase comes from the Humboldt County Public Safety Realignment Allocation, which has a current trust balance of \$4,513,599. Any unused contract services funding at the close of the fiscal year will revert back to the trust. There will be no impact on the County General Fund. This item supports the Board's strategic framework by providing community appropriate levels of service to the AB109 population.

OTHER AGENCY INVOLVEMENT:

Humboldt County Community Corrections Partnership Executive Committee.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may elect not to approve this supplemental budget; however, it is not recommended, as the Proposition 47 advisory committee and the HCCCP believe that this project could make much needed progress in addressing identified gaps in treatment for this population.

ATTACHMENTS:

1. Supplemental Budget for Budget Unit 294, contract services
2. Minutes from March 19, 2017 CCP Executive Meeting
3. Memorandum of Understanding between County of Humboldt and Redwood Coast Action Agency



Humboldt County Community Corrections Partnership - Executive Committee

Date: July 19, 2017

Time: 12:15p – 1:15p

First Floor Conference Room A, Humboldt County Courthouse

Required Member Agencies (pursuant to Penal Code Section 1230.1(b): Chief Probation Officer – Chair, Chief of Police, Sheriff, District Attorney, Public Defender, presiding judge of the Superior Court (or designee), and one representative from Mental Health, AOD or Social Services (pursuant to PC 1230(b)(2)(G), (H) or (J), as designated by the Board of Supervisors).

Minutes

I. Call to Order

Chief Bill Damiano called the meeting to order at 12:15pm. In attendance were: Court Executive Officer Kim Bartleson, District Attorney Maggie Fleming, Sheriff Billy Honsal, Public Defender David Marcus, Arcata Police Chief Tom Chapman, and Mark Lamers for DHHS Director Connie Beck.

II. Review and approval of minutes – June 21, 2017 meeting

Billy Honsal moved to approve the minutes from 06/21/17.

David Marcus seconded the motion.

A vote was taken and the votes were as follows:

Aye: Bill Damiano, Billy Honsal, David Marcus, Tom Chapman, Mark Lamers, and Maggie Fleming.

Nay: None.

Abstain: Kim Bartleson.

The motion was carried.

III. Adjustments to the agenda

No adjustments to the agenda were made.

New Business

IV. Review budget fiscal year to date

Chief Bill Damiano provided handouts and reviewed the past fiscal year's (FY) budget. He stated that the County has not quite closed its books yet and that the end of the FY trust balance is estimated to be around \$4.5 million. The proposed budget for the new FY was reviewed and questions were answered.

V. Funding request Employment & Training Division (DHHS), one-time funding \$40,793 – ACTION ITEM

This request would augment wage subsidy for AB-109 clients in excess of what was originally budgeted for the fiscal year, to balance. Client participation in the program saw an increase of 9%, which accounts for the additional costs.

Connie Lorenzo from DHHS' Employment and Training Division was in attendance to present this action item. There were no further questions in regards to this matter.

Mark Lamers moved to approve this action item.

Maggie Fleming seconded the motion.

A vote was taken and the votes were as follows:

Aye: Bill Damiano, Maggie Fleming, Billy Honsal, David Marcus, Tom Chapman, and Mark Lamers.

Nay: None.

Abstain: Kim Bartleson.

The motion was carried.

VI. Funding request for additional 0.2 FTE Psychiatrist in Humboldt County Correctional Facility (DHHS), ongoing funding \$122,170 – ACTION ITEM

This request would increase the AB109 funding for the HCCF physician/psychiatrist from 0.6 to 0.8 FTE. The request is for ongoing funding, which includes any negotiated increases in wages or benefits in the future.

Mark Lamers presented this action item and made the motion to request a vote, seconded by Maggie Fleming. Bill then gave a brief background and history of the funding and staffing in regards to this request. A discussion took place and resulted in Tom Chapman motion for tabling of this action item until the next meeting. Billy Honsal supported this motion. This action item has been tabled until next month's meeting for DHHS to discuss its ability or inability to fill allocated AB109 staffing.

VII. Funding request for a local team to attend the International Crisis Intervention Training Conference in Ft. Lauderdale, Florida August 16-18, one-time funding \$29,000 – ACTION ITEM

This request would fund travel and conference costs for a team of twelve from local agencies involved in providing local CIT training, to get updates on best practices and learn from the efforts of other communities in addressing law enforcement contacts with mentally ill offenders.

Chief Bill Damiano discussed this action item and the intended reasons and outcomes for this training. Mark Lamers also discussed the benefits of this training.

Mark Lamers moved to approve this action item.

Tom Chapman seconded the motion.

A vote was taken and the vote was unanimous.

The motion was carried.

VIII. Funding request to augment RCAA proposal for case manager support, one-time funding \$217,987 – ACTION ITEM

This request is a follow-up to item IV approved on 3/15/17 for \$100,000 one-time funds. RCAA received no applicants for the AmeriCorps positions and is proposing an alternative with local case managers funded directly through their program.

Lynn Kerman from RCAA introduced this action item. She discussed the challenge they are facing with recruiting AmeriCorps members. There was an open recruitment for 3 months that yielded 0 applicants. This action item is intended to replace the original proposal of hiring AmeriCorps members.

Maggie Fleming moved to approve this action item.

Kim Bartleson seconded the motion.

A discussion took place and some reservations about the proposal were discussed.

Billy Honsal moved to reduce the proposal to 3 positions, one per residential facility.

No one seconded the motion so it died and the original motion was brought to a vote.

A vote was taken and the votes were as follows:

Aye: Maggie Fleming, Kim Bartleson, Bill Damiano, Davis Marcus, Mark Lamers, and Tom Chapman.

Nay: Billy Honsal.

Abstain: None.

The motion was carried.

Old Business

IX. Update on CCP Plan Implementation – Discussion item

All partner agencies will update on present staffing, hiring and status regarding program implementation, participation and operational considerations, other items, as appropriate.

- Bill Damiano/Probation: 1 vacancy in the SRP unit remains. All other positions remain stable.
- Billy Honsal/HCSO: 15 positions down and are currently in the hiring process.

X. Update regarding CCP data projects – Discussion item

Discussion progress with CCRP, PPIC and Pretrial Steering data projects associated with CCP programs and services.

Due to running short on time, the CCP data will be reported on in next month's meeting.

Public Comment

XI. Set agenda for next meeting – (August 16th, 1 ½ hour meeting) – Future items: Contract funding for CJI for assessment tool validation and additional pretrial program training; funding staff travel to site visit other AB109 program(s); ~~HSD-EPD de-escalation training request; Kelly Cole professional services contract, HSU interns; SB1022 construction match funding; law enforcement radio system funding.~~

- Suicide netting in the jail.
- Funding request for additional 0.2 FTE Psychiatrist in Humboldt County Correctional Facility (DHHS), ongoing funding \$122,170 – ACTION ITEM

XII. Adjourn

The meeting was adjourned at 1:17pm.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD COMMUNITY ACTION AGENCY**

This Agreement, entered into this ____ day of _____, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Community Action Agency, a California non-profit corporation hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Probation Department, desires to retain the services of a qualified professional to provide long-term case management services to clients recovering from drug and alcohol addiction in order to assist with the transition from incarceration to permanent housing within the community; and

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

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

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Chief Probation Officer, or a designee thereof, hereinafter referred to as "Chief Probation Officer."

2. TERM:

This Agreement shall begin on upon execution by both parties and shall remain in full force and effect for a period of one (1) year, unless sooner terminated or extended as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Seventeen Thousand Nine Hundred Eighty-Seven Dollars (\$217,987.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices for all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Chief Probation Officer and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Probation Department
Attention: Chief Probation Officer
2002 Harrison Avenue
Eureka, California 95501

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6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Probation Department
Attention: Chief Probation Officer
2002 Harrison Avenue
Eureka, California 95501

CONTRACTOR: Redwood Community Action Agency
Attention: Val Martinez, Executive Director
904 G Street
Eureka, California 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for a period of three (3) years after the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

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- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without

limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that

CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect the coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

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

CONTRACTOR: Redwood Community Action Agency
Attention: Val Martinez, Executive Director
904 G Street
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that

CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS AND RULES:

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

20. SEVERABILITY:

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

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of

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

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No modification, alteration or extension of this Agreement, or any provision thereof, shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Chief Probation Officer.

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30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

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

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

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

36. 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, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

REDWOOD COMMUNITY ACTION AGENCY:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

William Damiano
Chief Probation Officer, Humboldt County Probation

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 11/30/17

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES
Redwood Community Action Agency

CONTRACTOR will provide long-term intensive case management services to clients recovering from drug and alcohol addiction in order to assist with the transition from incarceration to permanent housing within the community.

1. SERVICES:

A. Case Management Services. CONTRACTOR shall recruit, select, hire, train and place, in accordance with the requirements set forth herein, five (5) Case Management Specialists with three (3) community Alcohol and Other Drug Agencies (“Partner Agencies”). Case Management Specialists will support individuals and families (“clients”) identified by the Partner Agencies through the provision of case management services, which include, without limitation, all of the following:

1. Initiating and providing on-going case management for clients receiving rehabilitation services from the Partner Agencies.
2. Strategizing with clients to create a plan with realistic goals and timelines related to strengthening essential life skills, including, without limitation, housing, employment, financial and physical and mental wellness.
3. Accessing and documenting each client’s progress toward meeting set goals and timelines.
4. Meeting with clients on a weekly basis to provide assistance with attaining goals and connecting to needed resources.
5. Preparing clients for employment by providing assistance with job skill development and job placement.
6. Providing transportation when needed to help locate housing and/or apply for health and employment services.
7. Researching various housing options in Humboldt County in order to build and maintain a network of landlords and property management companies that will help facilitate the placement of clients into permanent housing within the community.
8. Educating landlords and property management companies regarding supplemental housing funds, services and support that are available to clients.
9. Providing continued case management once clients are no longer receiving rehabilitation services from the Partner Agencies.
10. Collecting relevant data regarding clients receiving case management services pursuant to the terms and conditions of this Agreement and delivering a quarterly data report to CONTRACTOR.

B. Project Development Services. CONTRACTOR shall be responsible for employing, training and supervising each Case Management Specialist who will be providing case management services pursuant to the terms and conditions of this Agreement, which shall include, without limitation, all of the following:

1. Organizing and scheduling ongoing monthly trainings which relate to the provision of case management services pursuant to the terms and conditions of this Agreement, including, without limitation, the collection of necessary data and database management.
2. Providing bi-weekly supervision of each Case Management Specialists providing case management services pursuant to the terms and conditions of this Agreement.
3. Managing any and all human resources activities related to the provision of the case management services set forth herein, including, without limitation, ensuring that each Case Management Specialist hired pursuant to the terms and conditions of this Agreement meets the employee standards of the Partner Agencies.
4. Providing guidance and mediation necessary to assist the Partner Agencies with any and all issues and/or conflicts related to the provision of the case management services set forth herein.
5. Collaborating with the Partner Agencies to ensure that each Case Management Specialist providing case management services pursuant to the terms and conditions of this Agreement is working in an effective and responsible manner.

2. REPORTING REQUIREMENTS:

CONTRACTOR, shall prepare, and deliver to the Chief Probation Officer, bi-annual reports that incorporate the quarterly data collected by the Case Management Specialists providing case management services pursuant to the terms and conditions of this Agreement. The Chief Probation Officer shall define the reporting requirements for the program and will work with CONTRACTOR to clarify the type of data that shall be collected.

3. PLACE OF PERFORMANCE:

- A. Provision of Case Management Services. The case management services set forth herein shall be provided at the North Coast Substance Abuse Council's Crossroads sober living facility, Alcohol and Drug Care Services' treatment center, and Humboldt Recovery Services' treatment facility.
- B. Provision of Project Development Services. CONTRACTOR shall provide the project development services set forth herein from their main office located at 904 G Street, Eureka, California 95501.

4. COUNTY RESPONSIBILITIES:

The Chief Probation Officer shall work to promote appropriate and supportive activities related to the provision of the case management and project development services set forth herein. The Chief Probation Officer shall provide CONTRACTOR with feedback regarding the effectiveness of the services provided pursuant to the terms and conditions of this Agreement.

EXHIBIT B
SCHEDULE OF RATES
Redwood Community Action Agency

COUNTY shall compensate CONTRACTOR for the case management and project development services provided pursuant to the terms and conditions of this Agreement based on the maximum rates of compensation set forth herein.

1. RATE OF COMPENSATION:

COUNTY and CONTRACTOR agree to the following rates of compensation as of the effective date of this Agreement:

- Case Management Supervisor (\$18.02/hr x 96 hrs/yr) \$1,729.92
- Case Management Specialist (\$14.00/hr x 2080 hrs/yr x 5) \$145,600.00

2. EXPENSES:

COUNTY agrees to compensate CONTRACTOR for the following expenses as of the effective date of this Agreement:

- Benefits @ 29% (FICA, Workers' Comp., SUI, 401K, Vacation, Insurance): \$42,224.00
- Administrative Fee (15% of total costs and expenses incurred): \$28,433.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER PATTERSON CONNERS INSURANCE PO Box 575 Fortuna, CA 95540 0488272	CONTACT NAME: Greg Connors PHONE (A/C No. Ext): (707) 725-3400 E-MAIL ADDRESS: greg@pattersonconners.com	FAX (A/C No.): (707) 725-0292
	INSURER(S) AFFORDING COVERAGE	
INSURED Redwood Community Action Agency, Inc. 904 G. Street Eureka, CA 95501 (707) 269-2017	INSURER A: Nonprofits Insurance Alliance of CA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2016-04653-NPO	11/17/16	11/17/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			2016-04653-NPO	11/17/16	11/17/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			2016-04653-NPO	11/17/16	11/17/17	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In Mt) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> Social Workers <input checked="" type="checkbox"/> Professional Liability			2016-04653-NPO	11/17/16	11/17/17	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Humboldt, its agents, officers, officials, employees and volunteers are additional insured/funding source.

CERTIFICATE HOLDER County of Humboldt c/o Risk Manager 825 - 5th St Rm 131 Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or.
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.