

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT LITERACY PROJECT
FOR FISCAL YEAR 2021 THROUGH 2022**

This Agreement, entered into this 1st day of July, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt Literacy Project, a California non-profit organization, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Library, desires to retain a qualified professional to provide services to improve the literacy of Humboldt County residents;

WHEREAS, COUNTY, receives grant funding from the California State Library Literacy Services Program (CLLS) pursuant to the California Library Literacy and English Acquisition Service Program (CLLEASP) established by Education Code sections 18880 – 18883 allocating funding to local library jurisdictions to offer services to improve the literacy of Humboldt County residents;

WHEREAS, CLLEASP funding is made in two installments each fiscal year comprised of 1) a baseline amount, and 2) a match based on the amount of local funds equal to or greater than the baseline amount expended on Adult & Family Literacy and a per capita amount based on the number of adult learners served the previous fiscal year;

WHEREAS, CLLEASP requires public libraries, among other things, to develop cooperative relationships with local literacy service providers and participate in existing community adult literacy coalitions, recruit and train volunteers to provide tutoring and other service in public library and other community settings, and meet other program requirements for the preparation of applications, certifications, budgets and reports as more fully set forth in the statute and CLLS Final Reporting Instructions,

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Director of County Library Services or a designee thereof, hereinafter referred to as "Library Director."

2. TERM:

This Agreement shall begin on July 1, 2021 and shall remain in full force and effect until

June 30, 2022, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to 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 this Agreement is terminated, 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 services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty nine Thousand One Hundred Fifty-Four Dollars (\$59,113). In no event shall the maximum amount paid under this Agreement exceed Fifty-Nine Thousand one Hundred Thirteen Dollars (\$ 59,113) for fiscal year 2021-2022. 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 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 as if set forth in full.
- 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. Any and 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 itemizing 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, Library

Director 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 shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Library
Attention: Ana Jordan, Executive Secretary
1313 3rd Street
Eureka, CA 95501

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 Library
Attention: Christopher Cooper, Director of Library Services
1313 3rd Street
Eureka, CA 95501

CONTRACTOR: Humboldt Literacy Project
Attention: Emma Brecaín, Executive Director
537 G Street
Eureka, CA 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes 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 at least three (3) years from 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, without limitation, the costs of administering this Agreement.

- 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, policies, procedures and overall business operations, at any time, 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, without limitation: 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 Requirements. 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 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 Title 2, 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 provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), 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:

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 hereunder 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 Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

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 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 set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions 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, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1)

incident, including, but not limited to, personal injury, death and property damage.

2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain 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, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, 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 and its agents, officers, officials, employees and volunteers.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, 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 or 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 property damage caused by explosion or collapse of structures or underground damage, 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 requirements 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 shall not affect the coverage provided to COUNTY or 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. 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 any other available remedies, take out the necessary insurance and 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 hereunder 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: Humboldt Literacy Project
Attention: Emma Brecaín, Executive Director
537 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, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable

accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

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 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 which may then exist on the part of CONTRACTOR. Nor 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 repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

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

25. 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.

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, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports 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:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, 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 Library Director in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement.

CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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 OF PROVISIONS:

The duties and obligations of the parties set forth in Subsection 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 and subsections set forth herein 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, and without the 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

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. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

39. 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.

Humboldt Literacy Project:

By: 

Date: 2-15-22

Name: Emma Breacain

Title: Executive Director

[Humboldt Literacy Project] FY 21-22]

COUNTY OF HUMBOLDT:

By: Virginia Bass
[Virginia Bass]
Chair, Humboldt County Board of Supervisors

Date: 3-1-2022

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Zachary O'Hanen
Risk Management

Date: 2/23/22

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Humboldt Literacy Project Budget
- Exhibit C - California State Library Award Letter

EXHIBIT A
SCOPE OF SERVICES
Humboldt Literacy Project
July 1, 2021- June 30, 2022

CONTRACTOR shall provide services to COUNTY during the term of this contract as follows:

Under direction of the Library Director, plan, organize, and direct the work of the Literacy Project Grants for COUNTY as set forth below.

1. SERVICES:

- Recruit adult and family clients to available and appropriate programs
- Speak to community groups
- Conduct community outreach
- Seek funding from sources other than County of Humboldt
- Recruit, train, and monitor progress of tutors
- Work effectively with other major agencies involved in training and assessment activities
- Keep records
- Select materials for client use
- Conduct in-service training for tutors
- Establish procedures for project activities

2. SCHEDULE:

Project milestones and timelines as set by individual Learners and Tutors, and by California Library Literacy Services.

3. DELIVERABLES:

See Section 1, Services, above.

4. ACCEPTANCE CRITERIA:

Prescribed by California Library Literacy Services

5. REPORTING REQUIREMENTS:

- Prepare written and oral reports to the County Board of Supervisors
- Report on a monthly basis to Director of Library Services as to status of the project

6. PLACE OF PERFORMANCE:

Services shall be offered at locations determined by clients and volunteers. CONTRACTOR has offices in Eureka and Fortuna, and also makes use of the libraries and coffee shops and private homes. CONTRACTOR currently strongly encourage socially distanced, internet based work and communication for all volunteers and clients.

7. COUNTY RESPONSIBILITIES:

Compensate CONTRACTOR as set forth in the Agreement.

Provide CONTRACTOR access to Library facilities as available.

Cooperate with CONTRACTOR in preparing reports to the Board of Supervisors

Collaborate as required to further the literacy of Humboldt County adults and families.

8. RESTRICTIONS:

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

**EXHIBIT B
BUDGET**

Humboldt Literacy Project
July 1, 2021-June 30, 2022

Budget Categories	ALS	FLS	Total
Contract Staff	\$25,354	\$11,000	\$36,354
Operations	\$5,500	\$11,000	\$16,500
Literacy Materials	\$3,000	\$3,259	\$6,259
Totals	\$33,854	\$25,259	\$59,113

EXHIBIT C: PSA between County of Humboldt and Humboldt Literacy Project FY 21-22



August 5, 2021

Christopher Cooper, Director of Library Services
Humboldt County Library
537 G Street #203
Eureka, CA 95501

Dear Mr. Cooper *Chris*

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you and your staff and volunteers do in your community.

The state budget continues California Library Literacy Services funding at \$4.82 million for adult literacy services and \$2.5 million for family literacy services.

Your total award for the fiscal year that began July 1, 2021, is:

- Adult Literacy Services: \$34,113
- Family Literacy Services: \$25,000
- Total Award: \$59,113

Note: This year, your Adult Literacy Services award amount is \$259 higher than your projected award amount. You will need to complete a Budget Modification Form to reflect how you will use the entire award when you complete your claim form. Information about the Budget Modification requirement and the form is included at the back of the award packet.

Your award will be claimed in two stages. The attached form will allow you to request the first 90% of your Adult Literacy Services Award and 100% of your Family Literacy Services Award:

- 90% of the Adult Literacy Award \$30,702
- 100% of the Family Literacy Award - \$25,000
- Total Initial Award Amount - \$55,702

Note: Information about claiming the remainder of your award is included in the payment schedule at the back of your award packet.

Your funds must be encumbered by June 30, 2022, and fully expended, in accordance with your approved budget on file with the State Library, by December 31, 2022. Encumbered funds are those that have been deposited in the awardee's accounting system and for which a budget has been provided to and approved by the State Library.

Please be sure your program expenditures are consistent with the California Library Literacy Services allowable and unallowable costs guide. If you have any questions about expending your funds please reach out to Annly Roman at annly.roman@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program as well as attend regular regional library literacy network meetings and

916.653.5217 phone
916.653.8443 fax
www.library.ca.gov

Library Development Services Bureau
P. O. Box 942837 Sacramento, CA 94237-0001
900 N Street, 4th Floor, Sacramento, CA 95814

We strongly encourage your program staff to develop and maintain community partners to strengthen your program as well as attend regular regional library literacy network meetings and participate in library literacy training opportunities offered by the State Library and the regional networks.

The payment process begins when we receive your signed claim and certification forms (attached). Both forms must be completed, signed with original signatures, and mailed to the State Library's Fiscal Office in order to be processed for payment.

Best wishes for a successful year. Our library literacy staff is available to assist you throughout the year.

Your grant monitor is Natalie Cole: natalie.cole@library.ca.gov and your literacy grant coordinator is Annly Roman: annly.roman@library.ca.gov. For application and reporting questions please contact Annly and for programmatic questions please contact Natalie.

Thank you for your willingness to do so much for so many people in need.

Respectfully yours,



Greg Lucas
California State Librarian

Cc: Natalie Cole, natalie.cole@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Nicole Bravin, nicole.bravin@library.ca.gov
Emma Breacain, literacyhelpers@gmail.com
Enc: Claim form, certification form, and payment scheduled/reporting information

PLEASE COMPLETE AND RETURN THIS PAGE

Claim Form

State of California
California Library Literacy and English Acquisition Services (CLLS)

California Education Code; Section 18880-18883
Budget Citation Chapter 23 - Budget Item 6120-213-0001

Fiscal Year: 2020-2021		
Reporting Structure: 61202000	COA: 5432000;	Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600	Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed - \$53,706

\$31,206 for ALS (90% of award) and \$22,500 for FLS (90% of award)

Humboldt County Library

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

Humboldt County Library, 1313 3rd St, Eureka, CA 95501-0546

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

Official Representative or Fiscal Agent (Signature Required)

Title

EMAIL A COPY OF YOUR EXECUTED CLAIM AND CERTIFICATION TO:

Nicole.Bravin@library.ca.gov

Email Subject:

Claim and Certification - CLLS Grant -
Library invoice number

AND

MAIL ONE ORIGINAL SIGNATURE TO:

California State Library

Fiscal Office - CLLS

P. O. Box 942837

Sacramento, CA 94237-0001

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____
State Library Representative

Approval by State:

CLLS \$ _____

Date: _____

*The warrant address must match that on file in Fi\$Cal. If you need to change the authorized library name and/or address, please contact Nicole Bravin, CSL Fiscal Office. (nicole.bravin@library.ca.gov)

PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Humboldt County Library, 1313 3rd St, Eureka, CA 95501-0546

SIGNED

DATE

Signature - Authorized representative

Typed/Printed Name and Title of Authorized Representative

Email address of authorized representative



MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

CALIFORNIA LIBRARY LITERACY SERVICES DOCUMENTATION
Budget Item 6120-213-0001

Project Information:

Invoice #: 20-6352-1

Project Title: California Library Literacy Services

Grantee: Humboldt County Library

Funding Start Date: upon execution

Term completion: December 31, 2021

Total Adult Literacy Services Funded Amount: \$34,673

Total Family Literacy Services Funded Amount: \$25,000

Total Award: \$59,673

Payment schedule:

Libraries may request 90% of their total CLLS award upon receipt of the award letter.

Libraries may request the final 10% of their award upon the completion of the following items:

1. submission of the mid-year financial report
2. submission of a mid-year narrative report that demonstrates project activity
3. confirmation that 75% of the award has been expended

Libraries that have not expended 75% of the total CLLS award (ALS and FLS funds) by the end of the fiscal year may request the final 10% of their award upon completion of the Final Report and an approved expenditure plan through December 31.

Libraries that expend the first 90% of their total project CLLS funds (ALS and FLS funds), can demonstrate project activity, and need the final 10% of their award before the mid-year reports are due may apply to CLLS staff to receive those funds.

Note:

Libraries have 18 months to spend their CLLS funds, from the start of the fiscal year in which the funds are awarded until December 31 of the following fiscal year.

	Adult Literacy Services	Family Literacy Services	Total Allocation
Initial Payment	\$31,206	\$22,500	\$53,706
Final Payment	\$3,467	\$2,500	\$5,967000
Total:	\$34,673	\$25,000	\$59,673

Reporting

Libraries will be required to submit mid-year financial and program narrative reports as well as a final report. Reminder emails will be sent out beginning six weeks before each required report.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Note:

A budget modification form will be required for all budget changes regardless of amount. Modification form may be submitted throughout the year but no later than May 31st.

Mid-year financial and Narrative report	Due January 29, 2021
Final Report	Due August 31, 2021

Approved Budget:

Below is the state fund award budget the California State Library has on file for the 2020-2021 fiscal year based on your approved application.

Note:

Your actual award for Adult Literacy Services may be slightly adjusted from the original proposed award amount due to a small re-calculation right before funds were awarded. If this is the case, the State Library will contact you later in the fiscal year to complete a Budget Modification form.

Category	Adult Literacy Services	Family Literacy Services
Salaries and Benefits	\$0	\$0
Contract Staff	\$17,662	\$12,000
Operations	\$12,757	\$11,000
Literacy Materials	\$2,000	\$1,000
Small Equipment	\$1,000	\$500
Equipment	\$0	\$0
Indirect Costs	\$1,000	\$500

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Claim Form

State of California
California Library Literacy and English Acquisition Services (CLLS)

California Education Code; Section 18880-18883
Budget Citation Chapter 21 – Budget Item 6120-213-0001

Fiscal Year: 2021-2022	
Reporting Structure: 61202000	COA: 5432000; Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600 Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed – \$55,702

\$30,702 for ALS (90% of award) and \$25,000 for FLS (100% of award)

Humboldt County Library

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

In Process

Humboldt County Library, 1313 3rd St, Eureka, CA 95501-0546

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

Official Representative or Fiscal Agent (Signature Required)

Title

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____
State Library Representative

Approval by State:

CLLS \$ _____

Date: _____

*The warrant address must match that on file in Fi\$Cal. If you need to change the authorized library name and/or address, please contact Gina Iwata, CSL Fiscal Office. (gina.iwata@library.ca.gov)

Humboldt County Library

Invoice #20-6352-1

PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Humboldt County Library, 1313 3rd St, Eureka, CA 95501-0546

SIGNED

DATE

In Process

Signature - Authorized representative

Typed/Printed Name and Title of Authorized Representative

Email address of authorized representative



PROJECT INFORMATION:**Invoice #:** 20-6352-1**Project Title:** California Library Literacy Services**Grantee:** Humboldt County Library**Funding Start Date:** upon execution**Term completion:** December 31, 2022**Total Adult Literacy Services Funded Amount:** \$34,113**Total Family Literacy Services Funded Amount:** \$25,000**Total Award:** \$59,113**PAYMENT SCHEDULE:**

Libraries may request 90% of their Adult Literacy Services award and 100% of their Family Literacy Services award upon receipt of the award letter.

Libraries may request the final 10% of their award upon the completion and approval of the mid-year report.

Note:

Libraries have 18 months to spend their CLLS funds, from the start of the fiscal year in which the funds are awarded until December 31 of the following fiscal year.

	Adult Literacy Services	Family Literacy Services	Total Allocation
Initial Payment	\$30,702	\$25,000	\$55,702
Final Payment	\$3,411		\$3,411
Total:	\$34,113	\$25,000	\$59,113

REPORTING:

Libraries will be required to submit mid-year financial and program narrative reports as well as a final report. Reminder emails will be sent out beginning six weeks before each required report.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-year financial and Narrative report	Due January 31, 2022
Final Report	Due September 30, 2022

Note: A budget modification form will be required for all budget changes regardless of amount. Modification form may be submitted throughout the year but no later than May 31st.

Humboldt County Library

Invoice #20-6352-1

REQUIRED BUDGET MODIFICATION FORM:

As mentioned in your award letter, the Adult Literacy Services award amount is **\$259** higher than your original projected award. Due to this difference, we are asking all programs to complete a Budget Modification Form to be submitted along with the Claim Form. The Budget Modification Form showing the plan for the entire award must be completed and approved before your claim form can be processed.

Below is the Budget Modification Form pre-populated with your current approved budget and the justification for the changes. Please identify in the central column titled "Proposed Modifications" what category(ies) the additional funding will be spent in.

In Process

California Library Literacy Services Budget Modification Form

1. Grantee:
Fiscal Year: 2021-2022
Modification number: 1
2. Financial Section:

Budget Categories	ADULT LITERACY SERVICES (CLLS)			FAMILY LITERACY SERVICES (CLLS)			CLLS YEARLY TOTAL
	Current Budget	Proposed Modifications	Revised Budget	Current Budget	Proposed Modifications	Revised Budget	
(a) Salaries/Wages/Benefits							
(b) Contract Staff	\$25,354	0	\$25,354	\$11,000	0	\$11,000	\$36,354
(c) Operations	\$5,500	0	\$5,500	\$11,000	0	\$11,000	\$16,500
(d) Library Literacy Materials	\$3,000	0	\$3,000	\$3,000	\$259	\$6,259	\$6,259
(e) Small Equipment							
(f) Equipment (\$5,000 or more per unit)							
(g) Indirect Cost							
Total	\$33,854		\$33,854	\$25,000	\$259	\$25,259	\$59,113

3. Justification for modification: The Adult Literacy Services award amount our jurisdiction was given was \$259 over the projected award amount used in its application. This modification form is showing how the additional funding is intended to be used and provides a budget for the total award.

4. Signatures:
Project Coordinator: Emma Brecaïn

Phone: (707) 445-3644

Email: literacyhelpers@gmail.com

Director Name: Christopher Cooper

Phone: (707) 269-1930

Email: ccooper1@co.humboldt.ca.us

Director Signature:
Date:
Grant Monitor Signature:
Date:
 Approved **Not Approved**

Upon approval, the above requested Grant Award Budget Modification constitutes an official amendment to the Consolidated Application Notification of Grant Award. All amendments must remain a part of all existing copies of the Consolidated Application Notification of Grant Award document.

NOTE: Grant Award Budget Modification Form MUST be submitted for approval at least 30 days prior to the project end date.