



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-11

For the meeting of: June 28, 2016

Date: May 19, 2016

To: Board of Supervisors

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

Subject: Contracts between the County of Humboldt and Sequoia Personnel Services and North Coast Small Business Development Center for the use of Workforce Innovation and Opportunity Act funds.

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve and authorize the Chair to sign two copies of the contract between the County of Humboldt and Sequoia Personnel Services (SPS) relating to Workforce Innovation and Opportunity Act (WIOA) business services activities (Attachment A).
2. Approve and authorize the Chair to sign two copies of the contract between the County of Humboldt and North Coast Small Business Development Center (NCSBDC) relating to WIOA business services activities (Attachment B).
3. Authorize and direct the Executive Director of the Workforce Development Board (WDB) to sign annual allocation plans for the attached contracts (Exhibit B to each contract).
4. Direct the Clerk of the Board to return all executed copies of the attached contracts to County Administrative Office/Economic Development (CAO/EcDev).

Prepared by Cindy Harrington, Executive Director

CAO Approval *E. S. Nilsen*

REVIEW: Auditor _____ County Counsel *[Signature]* Human Resources *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-10

Meeting of: 01-19-16

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*
 Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
 Nays _____
 Abstain _____
 Absent _____

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

Dated: *June 28, 2016*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

U.S. Department of Labor and State of California Employment Development Department

DISCUSSION:

In July 2014, the US Congress passed and the President signed the Workforce Innovation and Opportunity Act (WIOA). The WIOA is an amendment to the Workforce Investment Act of 1998. WIOA delegates the Chair of the Board of Supervisors as the Chief Elected Official for the Local Workforce Development Area (LWDA), which is Humboldt County.

Under WIOA there are new guidelines that require procurement for America's Job Center of California (AJCC) operators. Humboldt County has completed the procurement process and on January 19, 2016, your Board approved a three agency consortium; College of the Redwoods, Redwood Community Action Agency and the Department of Health and Human Services, Employment Training Division (DHHS/ETD), to operate the AJCC service center, locally known as The Job Market. In addition WIOA guidelines require that local WDB boards, with agreement of the chief elected officials, approve additional agencies that carry out workforce development programs or services. On January 19, 2016, two additional partners; SPS and NCSBDC, were approved to become AJCC partners to carry out business services for the one-stop service center utilizing Rapid Response funds.

SPS will have primary responsibility for interfacing with employers. SPS will continually engage new business to conduct interviews and perform deep dive assessments to identify needs, gaps and stay current on workforce needs/trends. SPS will act as a liaison between the AJCC, and businesses. SPS will share AJCC resources to businesses and provide feedback and referrals to the AJCC partners as appropriate.

NCSBDC will provide education, and technical assistance to business owners and entrepreneurs, and work with at-risk businesses to develop strategic plans to avoid a reduction in workforce or closure. NCSBDC will act as the lead coordinator for Rapid Response events. Their role will involve communicating with employers experiencing a plant closure and coordinating with appropriate agencies to build a team for a Rapid Response event. The event will provide resources, support, education and training opportunities for the employee's affected by the closure.

Staff recommends your Board authorize the Chair to sign the SPS and NCSBDC contracts and authorize and direct the Executive Director of the Workforce Development Board to sign Annual Allocation plans for each contract annually.

FINANCIAL IMPACT:

Notice of funding amounts is received annually from the State of California Employment Development Department. At the time of this writing, funding amounts have not been released. Funding varies from year to year. It is estimated that annual funding allocations to SPS will be approximately \$65,000, with an estimated amount of \$260,000 for the four year period of the contract. It is estimated that annual funding allocations to NCSBDC will be approximately \$45,000, with an estimated amount of \$180,000 for the four year period of the contract.

These contracts support business and workforce development, a Core Role in the Board's Strategic Framework.

OTHER AGENCY INVOLVEMENT:

North Coast Small Business Development Center and Sequoia Personnel Services.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve these contracts and require CAO/EcDev to reopen the procurement process. This option is not recommended as the procurement process is lengthy and the selection process provided by the HC-WDB was thorough. Additionally, without contracts in place, the funds will not be able to be used to provide the services for which they are intended.

ATTACHMENTS:

Attachment A: Sequoia Personnel Services contract for Rapid Response funding 2016-2020

Attachment B: North Coast Small Business Development Center contract for Rapid Response funding 2016-2020

ATTACHMENT A

Sequoia Personnel Services Contract for Rapid Response Funding 2016-2020

**SUB-GRANT AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CARDINAL SERVICES, INC. DBA SEQUOIA PERSONNEL SERVICES**

This Agreement, entered into this 1st day of July, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Cardinal Services Inc. DBA Sequoia Personnel Services, a California Personnel Agency, hereinafter referred to as "CONTRACTOR," collectively referred to as "parties," is made upon the following considerations:

WHEREAS, the COUNTY has received funding from the California State Employment Development Department (EDD) as provided by the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 220 for WIOA Title 1 Rapid Response Formula funds; and

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

WHEREAS, the EDD sub-grant permits the use of WIOA Title I Rapid Response funds for layoff aversion activities; and

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

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

WHEREAS, COUNTY, by and through HC-WDB, desires to retain a qualified professional to perform layoff aversion activities in compliance with the terms and conditions set forth in Sub-Grant No; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such layoff aversion activities.

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

1. DESCRIPTION OF SERVICES:

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

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect through June 30, 2020, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately

perform the layoff aversion activities required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

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

4. COMPENSATION:

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

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all layoff aversion activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Executive Director. In addition, CONTRACTOR shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for layoff aversion activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

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

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

CONTRACTOR: Sequoia Personnel Services
Attention: Michael Kraft
2930 E Street
Eureka, CA 95501
Phone: (707) 445-9641

7. MONITORING:

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

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

9. FEDERAL DEBARMENT:

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

10. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. CONTRACTOR shall at all times remain

an independent contractor with respect to the layoff aversion activities to be performed under this Agreement. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits, or workers' compensation.

11. INDEMNIFICATION:

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

12. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less

than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with

the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

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

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

CONTRACTOR: Sequoia Personnel Services
Attention: Michael Kraft
2930 E Street
Eureka, CA 95501
Phone: (707) 445-9641

13. GRANTOR RECOGNITION:

CONTRACTOR shall ensure recognition of the role of the grantor agency in performing layoff aversion activities pursuant to the terms and conditions of this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

14. AMENDMENTS:

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

15. TITLE TO INFORMATION AND DOCUMENTS:

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

- B. Intellectual Property. If a book or other copyrightable material is produced by CONTRACTOR, volunteer or agent thereof, as a result of, or in connection with, the program funded by this Agreement, CONTRACTOR shall not copyright it, unless COUNTY gives CONTRACTOR prior written approval to copyright such material. Any such copyright shall be in COUNTY's name. If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16. PREPARATION AND RETENTION OF RECORDS:

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

17. AUDITS & INSPECTIONS:

- A. Legal Compliance with Audit Requirements. CONTRACTOR shall allow the COUNTY to monitor its performance of layoff aversion activities pursuant to the terms and conditions of this Agreement for conformity with its state and/or federal contractual obligations. CONTRACTOR shall comply with any and all applicable audit requirements of the Single Audit Act of 1984, Public law 98-502, and the Federal Office of Management and Budget Circulars A-128, A-133, or A-110. CONTRACTOR's failure to comply with the audit requirements contained herein shall constitute a material breach of this Agreement and may result in COUNTY withholding future payments to CONTRACTOR or termination of this Agreement.

- B. Access to Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the layoff aversion activities performed pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years from the date of final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available at any time during normal business hours to inspection, audit, examination and reproduction by COUNTY, EDD and any other duly authorized local, state and federal agencies, or their designated representatives. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Notice of Audit. If CONTRACTOR is audited during the grant period, CONTRACTOR shall provide COUNTY with a copy of the audit report within ten days of receipt of the audit report.
- D. Non-compliance with Program Standards. CONTRACTOR shall fully clear any and all deficiencies noted in audit reports within thirty days after receipt of the audit report and notice of deficiency.

18. CLOSEOUTS:

CONTRACTOR's obligation to the COUNTY shall not end until all closeout requirements set forth in Sub-Grant No. K594760 and K698361 are completed. CONTRACTOR's duties during this closeout period shall include, but are not limited to: making final payments; disposing of program assets, including, without limitation, the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the COUNTY; and determining the custodianship of records.

19. PROCUREMENT:

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

20. SUBCONTRACTS:

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

- B. Monitoring. CONTRACTOR will monitor all subcontracted layoff aversion activities on a regular basis to assure compliance with the terms and conditions of this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence to follow-up actions taken to correct areas of noncompliance.
- C. Content. CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- D. Selection Process. CONTRACTOR shall undertake to ensure that all subcontracts executed in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.
- E. Nondiscrimination. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractors.

21. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendments of this Agreement may be required to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with the standards and requirements with any and all applicable local, state and federal laws, regulations, standards or contractual requirements.

22. CONFLICT OF INTEREST:

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

23. NONDISCRIMINATION:

- A. Compliance with Anti-Discrimination Laws. CONTRACTOR hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, et seq., are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- B. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state, and/or federal laws and regulations, including, but not limited to, 42 C.F.R. Section 438.6(d)(3)-(4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of participants, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations.
- C. Employment Practices. In connection with the layoff aversion activities performed pursuant to the terms and conditions of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.
- D. Solicitations for Employment. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. All qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. Notification to Current and Prospective Employees. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the Equal Opportunity

Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 United States Code ("U.S.C.") Section 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- F. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- G. Disadvantaged Business Enterprise. CONTRACTOR will use its best efforts to afford minority-, women-, and disabled veteran-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "disadvantaged business enterprise" means a business at least fifty-one percent owned and controlled by minority group members, women or disabled veterans. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- H. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- I. Sanctions for Non-Compliance. In the event of CONTRACTOR's non-compliance with the requirements of the provisions set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- J. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor.

24. NEPOTISM:

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

25. POLITICAL ACTIVITIES:

- A. Contributions. CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of U.S.C. Chapter 15 of Title V.
- B. Lobbying. CONTRACTOR hereby certifies that no funds received pursuant to the terms and conditions of this Agreement shall be used for lobbying and agrees to comply with the Byrd-Anti Lobbying Amendment, as required by 20 C.F.R. 667.200(a) and 29 C.F.R. 93.110.
- C. Training and Employment. CONTRACTOR hereby certifies that no participant shall be trained or employed at worksites that are involved in partisan or non-partisan political activities.

26. RELIGIOUS ORGANIZATION:

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

27. FRAUD AND ABUSE:

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

submit such report to the COUNTY within one (1) working day of original notice of allegations.

28. DISPLACEMENT:

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

29. UNIONS AND WORK STOPPAGES:

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

30. EXISTING CONTRACTS:

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

31. OVERTIME, COMPENSATORY TIME AND VACATION:

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

32. EMPLOYMENT BEYOND AUTHORIZED TERM:

CONTRACTOR shall be liable for, and shall pay from its own funds, any wages accrued by a participant for time such participant may work beyond the term authorized by WIOA Regulations or the employer agreement.

33. PROGRAM INCOME:

Any and all program income generated by CONTRACTOR during the performance of this Agreement shall be accounted for in accordance with the terms and conditions set forth herein. CONTRACTOR agrees that it will account for program income by maintaining a program income account and remitting all funds from the such account to COUNTY on a quarterly basis. All remittances must be clearly marked "Program Income" and must indicate the period covered.

34. EDUCATIONAL ASSISTANCE:

CONTRACTOR shall provide COUNTY with a list of WIOA participants enrolled in employment

training programs who have applied for or are receiving Educational Assistance funds within three weeks of the beginning of each training, or school, term.

35. WORKING CONDITIONS:

CONTRACTOR agrees that no participant shall be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to the participant's health or safety.

36. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who performs layoff aversion activities pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

37. ENERGY EFFICIENCY:

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

38. WAIVER OF DEFAULT:

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

39. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

40. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Compliance. CONTRACTOR agrees to comply with all local, state and federal laws, regulations and policies applicable to the layoff aversion activities performed pursuant to the terms and conditions of this Agreement.
- B. Funding Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations and policies applicable to the funding provided under this Agreement. CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- C. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the layoff aversion activities performed pursuant to the terms and conditions of this Agreement.

41. PROVISIONS REQUIRED BY LAW:

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

42. REFERENCE TO LAWS AND RULES:

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

43. NOTIFICATION OF LITIGATION:

CONTRACTOR shall inform COUNTY within forty-eight (48) hours of notification of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY and the State of California.

44. JURISDICTION AND VENUE:

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

45. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

46. 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.

47. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

48. AGREEMENT SHALL BIND SUCCESSORS:

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

49. INTERPRETATION:

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

50. 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.

51. FORCE MAJEURE:

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or

negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

52. ENTIRE AGREEMENT:

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

53. AUTHORITY TO EXECUTE:

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

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

[Signature Page Follows]

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 TREASURER.

CARDINAL SERVICES, INC. DBA SEQUOIA PERSONNEL SERVICES:

By: Brandy Thompson Date: 5.31.16

Name: Brandy Thompson

Title: President

By: [Signature]

Date: 5/31/16

Name: Michael Freeman

Title: Secretary

COUNTY OF HUMBOLDT:

By: [Signature]
Board of Supervisor Chair

Date: 6/28/16

By: _____
County Administrative Officer

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 6/21/16

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES
Sequoia Personnel Services
July 1, 2016 through June 30, 2020

1. SERVICES:

CONTRACTOR will use Workforce Innovation and Opportunity Act (WIOA) funds to provide the following layoff aversion activities:

- A. Continually identify businesses to approach and engage.
- B. Coordinate meetings to conduct interviews and deep dive assessments and perform/participate in those assessments.
- C. Share AJCC resources with businesses and connect businesses with appropriate AJCC partners as appropriate.
- D. Share findings with the Workforce Development Board, annually.
- E. Attend networking events to provide outreach and reach new businesses.
- F. Present AJCC business services to service clubs, chamber group and other community groups where employers and community leaders absorb local information.
- G. Ensure that SPS staff is cross trained to understand all AJCC programs.
- H. Maintain a presence at the AJCC.
- I. Communicate to the Rapid Response team when SPS becomes aware of a plant closure.
- J. Communicate to appropriate AJCC partners when SPS becomes aware of red flags and businesses that are in need of layoff aversion resources and services.
- K. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (DOL), as well as any and all policies, procedures and communications from the County that guide the operation of local WIOA programs.
- L. Maintain all necessary program and fiscal records.
- M. Cooperate with County staff in the planning, operation and monitoring of the program.

2. COUNTY RESPONSIBILITIES:

During the course of this Agreement, COUNTY will:

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

**Workforce Innovation and Opportunity Act
Rapid Response, Layoff Aversion Grant
Annual Allocation**

Funding Start Date: 7/1/2016 Funding End Date: 6/30/2017

Rapid Response funding is a one year grant cycle.

Sub-Grant Agreement Number: K7102030

Funding will be distributed in two allocations:

Funding Allocation #1: \$10,000 Date Available: 7/1/2016

Funding Allocation #2: \$35,000 Date Available: 10/1/2016

Total Amount of Funding: \$45,000

Agreed to by County Administrative Office, Economic Development Division

_____ Date: _____

Economic Development Coordinator
HC-WDB Executive Director

Agreed to by North Coast Small Business Development Center, a Program of Humboldt State University Sponsored Programs Foundation

_____ Date: _____

Executive Director

EXHIBIT C
SCHEDULE OF RATES
Sequoia Personnel Services
July 1, 2016 through June 30, 2020

1. COMPENSATION:

For each fiscal year during the term of this Agreement COUNTY shall prepare an Annual Allocation form, setting forth the funds allocated for this project. CONTRACTOR agrees to perform all layoff aversion activities required by this Agreement for an amount not to exceed such maximum dollar amount outlined in the Annual Allocation form.

2. INVOICES:

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

3. PAYMENT:

Payment will be made by the COUNTY to the CONTRACTOR within 30 days of receipt of invoice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

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 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 Nasburg Huggins Insurance 375 S Fourth St PO Box 1200 Coos Bay OR 97420	CONTACT NAME: Robert Huggins PHONE (A/C, No, Ext): (541) 267-3165 E-MAIL ADDRESS: bob-huggins@leavitt.com		FAX (A/C, No): (541) 267-5296
	INSURER(S) AFFORDING COVERAGE		
INSURED Cardinal Services, Inc, DBA: Cardinal Employment 110 Ackerman Coos Bay OR 97420	INSURER A: Oregon Automobile Insurance Company		NAIC # 23922
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master GL Certs **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	ADDL INSD	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:			C23 12-69-54	11/28/2015	11/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ NOT COV GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			C23 12-69-54	11/28/2015	11/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			C23 12-69-54	11/28/2015	11/28/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is named as additional insured on General Liability, Auto Liability and Excess Liability as required by written contract. The Excess Liability is a following form providing excess liability over both the General Liability and Auto Liability.

RE: Transition activities in connection with Workforce Innovation & Opportunity Act (WIOA) funds administered via a sub-grant agreement between Humboldt Co. and Sequoia Personnel Service.

CERTIFICATE HOLDER**CANCELLATION**

County of Humboldt Economic Development Division Workforce Development Board Exec. Dir. 520 E. Street Eureka, CA 95501	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 R Huggins-Exec/ROHUGG <i>Robert Huggins</i>
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Additional Named Insureds

Other Named Insureds

Cardinal Employers Organization, Inc.	Corporation, Name on Dec Page
Cardinal Employment Services	Doing Business As
DBA: Cardinal Employment Services	Doing Business As
DBA: Jan Baker Facilitates	Doing Business As
Joint Trust under Agreement dtd 9-11-97	Name on Dec Page
Preferred Employers Solutions LLC	Limited corporation, Insured Multiple Names
Quincy T. & Diane G. Freeman, Trustees of Freeman	Trust
Sequoia Personnel Services	Doing Business As

ATTACHMENT B

North Coast Small Business Development Center Contract for Rapid Response Funding 2016-2020

**SUB-GRANT AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NORTH COAST SMALL BUSINESS DEVELOPMENT CENTER**

This Agreement, entered into this 1st day of July, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and North Coast Small Business Development Center, a program of Humboldt State University Sponsored Programs Foundation, a California 501c3 non-profit, hereinafter referred to as "CONTRACTOR," collectively referred to as "parties," is made upon the following considerations:

WHEREAS, the COUNTY has received funding from the California State Employment Development Department (EDD) as provided by the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 220 for WIOA Title 1 Rapid Response Formula funds; and

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

WHEREAS, the EDD sub-grant permits the use of WIOA Title I Rapid Response funds for layoff aversion activities and to work with employers experiencing a plant closure and the affected employees; and

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

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

WHEREAS, COUNTY, by and through HC-WDB, desires to retain a qualified professional to perform rapid response and layoff aversion activities in compliance with the terms and conditions set forth in EDD Sub-Grant; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such rapid response and layoff aversion activities.

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

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to perform the rapid response and layoff aversion activities described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such rapid response and layoff aversion activities, CONTRACTOR agrees to fully cooperate with the Workforce Development Board Executive Director, or designee thereof, hereinafter referred to as, "Executive Director."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect through June 30, 2020, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the rapid response and layoff aversion activities required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for rapid response and layoff aversion activities performed pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

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

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all rapid response and layoff aversion activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Executive Director. In addition, CONTRACTOR shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for rapid response and layoff aversion activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

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

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

CONTRACTOR: Humboldt State University Sponsored Programs Foundation
Attention: Steve Karp
1 Harpst Street
Arcata, CA 95521
Phone: (707) 826-4189

7. MONITORING:

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

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

9. FEDERAL DEBARMENT:

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

10. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent entities and is not

intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. CONTRACTOR shall at all times remain an independent contractor with respect to the rapid response and layoff aversion activities to be performed under this Agreement. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits, or workers' compensation.

11. INDEMNIFICATION:

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

12. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR

does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

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

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

CONTRACTOR: Humboldt State University Sponsored Programs Foundation
Attention: Steve Karp
1 Harpst Street
Arcata, CA 95521
Phone: (707) 826-4189

13. GRANTOR RECOGNITION:

CONTRACTOR shall ensure recognition of the role of the grantor agency in performing rapid response and layoff aversion activities pursuant to the terms and conditions of this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

14. AMENDMENTS:

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

15. TITLE TO INFORMATION AND DOCUMENTS:

A. Documents, Information and Reports. It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the

event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

- B. Intellectual Property. If a book or other copyrightable material is produced by CONTRACTOR, volunteer or agent thereof, as a result of, or in connection with, the program funded by this Agreement, CONTRACTOR shall not copyright it, unless COUNTY gives CONTRACTOR prior written approval to copyright such material. Any such copyright shall be in COUNTY's name. If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16. PREPARATION AND RETENTION OF RECORDS:

- A. Records to be Maintained. CONTRACTOR shall maintain all records that are pertinent to the rapid response and layoff aversion activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 1. Records providing a full description of each rapid response and layoff aversion activity undertaken;
 - 2. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with COUNTY assistance; and
 - 3. Financial records as required by OMB Circular A-110.
- B. Submission of Records and Reports. CONTRACTOR will submit, upon written request by COUNTY, any additional reports, accounts and records relating to this Agreement as may be required by the State of California or COUNTY.
- C. Retention. CONTRACTOR shall retain all records pertinent to expenditure incurred under this Agreement for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by the following:
 - 1. Records for non-expandable property acquired with funds under this Agreement shall be retained for (4) four years after final disposition of such property.
 - 2. Records for any displaced person must be kept for four (4) years after he or she has received final payment.
 - 3. If any litigation, claim, audit, negotiation or other actions that involve any of the records cited has been started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and resolution of all issues which arise therefrom, or until the end of the regular four (4) year period, whichever occurs later.

17. AUDITS & INSPECTIONS:

- A. Legal Compliance with Audit Requirements. CONTRACTOR shall allow the COUNTY to monitor its performance of rapid response and layoff aversion activities pursuant to the terms and conditions of this Agreement for conformity with its state and/or federal contractual obligations. CONTRACTOR shall comply with any and all applicable audit requirements of

the Single Audit Act of 1984, Public law 98-502, and the Federal Office of Management and Budget Circulars A-128, A-133, or A-110. CONTRACTOR's failure to comply with the audit requirements contained herein shall constitute a material breach of this Agreement and may result in COUNTY withholding future payments to CONTRACTOR or termination of this Agreement.

- B. Access to Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the rapid response and layoff aversion activities performed pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years from the date of final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available at any time during normal business hours to inspection, audit, examination and reproduction by COUNTY, EDD and any other duly authorized local, state and federal agencies, or their designated representatives. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Notice of Audit. If CONTRACTOR is audited during the grant period, CONTRACTOR shall provide COUNTY with a copy of the audit report within ten days of receipt of the audit report.
- D. Non-compliance with Program Standards. CONTRACTOR shall fully clear any and all deficiencies noted in audit reports within thirty days after receipt of the audit report and notice of deficiency.

18. CLOSEOUTS:

CONTRACTOR's obligation to the COUNTY shall not end until all closeout requirements set forth in Sub-Grant No. K594760 and K698361 are completed. CONTRACTOR's duties during this closeout period shall include, but are not limited to: making final payments; disposing of program assets, including, without limitation, the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the COUNTY; and determining the custodianship of records.

19. PROCUREMENT:

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

20. SUBCONTRACTS:

- A. Approvals. CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein.

CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

- B. Monitoring. CONTRACTOR will monitor all subcontracted rapid response and layoff aversion activities on a regular basis to assure compliance with the terms and conditions of this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence to follow-up actions taken to correct areas of noncompliance.
- C. Content. CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- D. Selection Process. CONTRACTOR shall undertake to ensure that all subcontracts executed in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.
- E. Nondiscrimination. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractors.

21. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendments of this Agreement may be required to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with the standards and requirements with any and all applicable local, state and federal laws, regulations, standards or contractual requirements.

22. CONFLICT OF INTEREST:

CONTRACTOR and their staff shall avoid organizational and personal conflicts of interest or the appearance of conflicts of interest in the performance of the rapid response and layoff aversion

activities covered by this Agreement.

23. NONDISCRIMINATION:

- A. Compliance with Anti-Discrimination Laws. CONTRACTOR hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, et seq., are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- B. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state, and/or federal laws and regulations, including, but not limited to, 42 C.F.R. Section 438.6(d)(3)-(4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of participants, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations.
- C. Employment Practices. In connection with the rapid response and layoff aversion activities performed pursuant to the terms and conditions of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.
- D. Solicitations for Employment. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. All qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. Notification to Current and Prospective Employees. CONTRACTOR shall post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 United States Code ("U.S.C.") Section 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- F. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- G. Disadvantaged Business Enterprise. CONTRACTOR will use its best efforts to afford minority-, women-, and disabled veteran-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "disadvantaged business enterprise" means a business at least fifty-one percent owned and controlled by minority group members, women or disabled veterans. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- H. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- I. Sanctions for Non-Compliance. In the event of CONTRACTOR's non-compliance with the requirements of the provisions set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor,” or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- J. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor.

24. NEPOTISM:

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

25. POLITICAL ACTIVITIES:

- A. Contributions. CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of U.S.C. Chapter 15 of Title V.
- B. Lobbying. CONTRACTOR hereby certifies that no funds received pursuant to the terms and conditions of this Agreement shall be used for lobbying and agrees to comply with the Byrd-Anti Lobbying Amendment, as required by 20 C.F.R. 667.200(a) and 29 C.F.R. 93.110.
- C. Training and Employment. CONTRACTOR hereby certifies that no participant shall be trained or employed at worksites that are involved in partisan or non-partisan political activities.

26. RELIGIOUS ORGANIZATION:

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

27. FRAUD AND ABUSE:

CONTRACTOR shall establish procedures, be alert to and promptly report to the COUNTY within twenty four (24) hours, all allegations of WIOA-related fraud, abuse and criminal activity regarding

any involvement with WIOA funds or WIOA-funded activities in accordance with EDD WIOA Directive D02-03. CONTRACTOR shall prepare a clear, concise written report of each incident and submit such report to the COUNTY within one (1) working day of original notice of allegations.

28. DISPLACEMENT:

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

29. UNIONS AND WORK STOPPAGES:

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

30. EXISTING CONTRACTS:

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

31. RETIREMENT SYSTEMS:

No funds available under the WIOA may be used for contributions on behalf of any participant to retirement systems or plans.

32. OVERTIME, COMPENSATORY TIME AND VACATION:

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

33. EMPLOYMENT BEYOND AUTHORIZED TERM:

CONTRACTOR shall be liable for, and shall pay from its own funds, any wages accrued by a participant for time such participant may work beyond the term authorized by WIOA Regulations or the employer agreement.

34. PROGRAM INCOME:

Any and all program income generated by CONTRACTOR during the performance of this Agreement shall be accounted for in accordance with the terms and conditions set forth herein.

CONTRACTOR agrees that it will account for program income by maintaining a program income account and remitting all funds from the such account to COUNTY on a quarterly basis. All remittances must be clearly marked "Program Income" and must indicate the period covered.

35. EDUCATIONAL ASSISTANCE:

CONTRACTOR shall provide COUNTY with a list of WIOA participants enrolled in employment training programs who have applied for or are receiving Educational Assistance funds within three weeks of the beginning of each training, or school, term.

36. WORKING CONDITIONS:

CONTRACTOR agrees that no participant shall be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to the participant's health or safety.

37. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who performs rapid response and layoff aversion activities pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to

carry out the above-referenced requirements.

38. ENERGY EFFICIENCY:

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

39. 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.

40. 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.

41. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

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

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

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

42. 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.

43. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended

provision as of the effective date of such amendment.

44. NOTIFICATION OF LITIGATION:

CONTRACTOR shall inform COUNTY within forty-eight (48) hours of notification of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY and the State of California.

45. JURISDICTION AND VENUE:

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

46. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

47. 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.

48. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

49. AGREEMENT SHALL BIND SUCCESSORS:

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

50. INTERPRETATION:

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

51. 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.

52. FORCE MAJEURE:

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

53. ENTIRE AGREEMENT:

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

54. AUTHORITY TO EXECUTE:

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

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

[Signature Page Follows]

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 TREASURER.

NORTH COAST SMALL BUSINESS DEVELOPMENT CENTER, A PROGRAM OF HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: 

Date: 6/3/16

Name: Steven Karp

Title: Executive Director

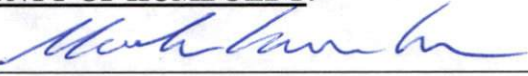
By: 

Date: 6/13/16

Name: Kristin Johnson

Title: SBDC Region Director

COUNTY OF HUMBOLDT:

By: 

Date: 6/28/16

Board of Supervisor Chair

By: _____

Date: _____

County Administrative Officer

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Date: 6/21/16

Risk Management

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES

North Coast Small Business Development Center
July 1, 2016 through June 30, 2020

1. SERVICES:

CONTRACTOR will use Workforce Innovation and Opportunity Act (WIOA) funds to provide the following rapid response and layoff aversion services:

- A. Engage managers and owners of businesses in Humboldt County, CA, to develop trust and assess risk factors that could result in the business reducing their workforce or closing.
- B. Provide access to business expertise and information customized to help the business management team define and execute strategies that will avert layoffs.
- C. Identify training needs for employed workers that could enhance business competitiveness.
- D. Provide input to make referrals to AJCC partners as appropriate.
- E. Provide risk mitigation, including; identification, assessment, ranking the threats, and assisting in developing a plan.
- F. Act as lead coordinator for Rapid Response events.
 1. Work with employer to determine a Rapid Response event date.
 2. Maintain discretion while working with employers and employees during the planning and execution of Rapid Response events.
 3. Communicate and coordinate with AJCC and other appropriate agency partners to attend and provide applicable information to affected employees.
 4. Provide ongoing updates to the Humboldt County Workforce Development Board, Executive Director, from the onset to completion of a Rapid Response.
 5. Provide sign-in sheet and employee surveys, to be completed at event.
 6. Submit quarterly reports to the State and County Economic Development for Rapid Response activities.
 7. Make referrals to AJCC partners as appropriate.
- G. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (DOL), as well as any and all policies, procedures and communications from the County that guide the operation of local WIOA programs.
- H. Maintain all necessary program and fiscal records.
- I. Cooperate with County staff in the planning, operation and monitoring of the program.

2. COUNTY RESPONSIBILITIES:

During the course of this Agreement, COUNTY will:

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

**Workforce Innovation and Opportunity Act
Rapid Response, Layoff Aversion Grant
Annual Allocation**

Funding Start Date: 7/1/2016 Funding End Date: 6/30/2017

Rapid Response funding is a one year grant cycle.

Sub-Grant Agreement Number: K7102030

Funding will be distributed in two allocations:

Funding Allocation #1: \$10,000 Date Available: 7/1/2016

Funding Allocation #2: \$35,000 Date Available: 10/1/2016

Total Amount of Funding: \$45,000

Agreed to by County Administrative Office, Economic Development Division

_____ Date: _____

Economic Development Coordinator
HC-WDB Executive Director

Agreed to by North Coast Small Business Development Center, a Program of Humboldt
State University Sponsored Programs Foundation

_____ Date: _____

Executive Director

**EXHIBIT C
SCHEDULE OF RATES**

North Coast Small Business Development Center
July 1, 2016 through June 30, 2020

1. COMPENSATION:

For each fiscal year during the term of this Agreement COUNTY shall prepare an Annual Allocation form, setting forth the funds allocated for this project. CONTRACTOR agrees to perform all rapid response and layoff aversion activities required by this Agreement for an amount not to exceed such maximum dollar amount outlined in the Annual Allocation form.

2. INVOICES:

CONTRACTOR will submit an itemized invoice to COUNTY, using the invoice form, attached hereto as Attachment I, and incorporated as part of this Agreement. CONTRACTOR will submit invoices to COUNTY each month during the term of this Agreement. Invoices are due within 15 days of the end of each month in which rapid response and layoff aversion activities were performed.

3. PAYMENT:

Payment will be made by the COUNTY to the CONTRACTOR within 30 days of receipt of invoice.

ATTACHMENT I

Rapid Response, Layoff Aversion Funds - Invoice

<p>North Coast Small Business Development Center Kristin Johnson 1 Harpst Street, House 71, Arcata, CA 95521 (707) 826-3919</p>
--

Invoice Date: _____

Invoice # _____ **100**

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Contractor	\$0.00	
Materials/Supplies	\$0.00	
		\$0.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 Economic Development Division
 520 E Street
 Eureka Ca 95501



(707) 445-7745

_____ Date

_____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER 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 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 Redwoods Leavitt Insurance Agency License #0C66788 2109 First Street Eureka CA 95501-0840		CONTACT NAME: Tracie MacDonald/Xue Her PHONE (A/C, No, Ext): (707) 444-8035 FAX (A/C, No): (707) 443-9539 E-MAIL ADDRESS: tracie-macdonald@leavitt.com; xue-her@leavitt.com	
INSURED North Coast Small Business Resource Center 520 E Street Eureka CA 95501		INSURER(S) AFFORDING COVERAGE INSURER A: NIAC NAIC # 27944 INSURER B: AmTrust Insurance NAIC # 15954 INSURER C: INSURER D: INSURER E: INSURER F:	

RECEIVED

NOV 12 2015

ECONOMIC DEVELOPMENT

COVERAGES CERTIFICATE NUMBER: 15-16 GL/Auto/Umb/WC Revi 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	ADDL INSD	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:	X		201501613NPO	8/1/2015	8/1/2016	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201501613NPO	8/1/2015	8/1/2016	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 type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201501613UMBPO	8/31/2015	8/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3484189	7/21/2015	7/21/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Humboldt is named as additional insured as respects ongoing contracts with the Named Insured through out the 2015/2016 policy term.

CERTIFICATE HOLDER**CANCELLATION**

County of Humboldt
 Economic Development
 520 E Street
 Eureka, CA 95501

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

Dawn Hodge/DAHODG

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