

Attachment 2:  
Boys & Girls Club of the Redwoods Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF HUMBOLDT  
AND  
BOYS & GIRLS CLUB OF THE REDWOODS  
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 24<sup>th</sup> day of October, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Boys & Girls Club of the Redwoods, a California non-profit corporation, hereinafter referred to as "BGC," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 17, 2017, BGC submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of One Hundred Thousand Dollars (\$100,000.00) for the purpose of paying the costs and expenses associated with hiring additional staff in order to expand the programming offered in the Eureka area of Humboldt County, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by BGC in the amount of Fifty Thousand Dollars (\$50,000.00) through June 30, 2018; and

WHEREAS, COUNTY and BGC desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to BGC.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto mutually agree as follows:

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1. COUNTY OBLIGATIONS:

COUNTY will provide BGC with an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for the purpose of paying the costs and expenses associated with hiring additional staff in order to expand the programming offered in the Eureka area of Humboldt County.

2. BGC OBLIGATIONS:

- A. General Requirements. BGC will hire additional staff in order to expand the programming offered in the Eureka area of Humboldt County.
- B. Quarterly and Final Reports. BGC will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Social Media. BGC will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on BGC-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. BGC shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, BGC fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to BGC. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide BGC seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, BGC shall be entitled to compensation for uncompensated salary expenses incurred pursuant to the terms and

conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by BGC.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for salary expenses incurred pursuant to the terms and conditions of this MOU is Fifty Thousand Dollars (\$50,000.00). BGC agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for salary expenses incurred hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. BGC shall set forth the specific rates and costs applicable this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.
- C. Additional Salary Expenses. Additional salary expenses not provided for herein shall not be incurred by BGC, 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 BGC. BGC shall notify COUNTY, in writing, at least six (6) weeks before the estimated date upon which the maximum payable amount will be reached.

6. PAYMENT:

BGC shall submit to COUNTY quarterly invoices itemizing all salary expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. BGC shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for salary expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by BGC shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes, Senior Administrative Analyst  
825 Fifth Street, Room 112  
Eureka, California 95501

7. NOTICES:

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

COUNTY: Humboldt County Administrative Office  
Attention: Amy S. Nilsen, County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

BGC: Boys & Girls Club of the Redwoods  
Attention: Monica Rose  
3117 Prospect Ave.  
Eureka, California 95503

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. BGC agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the salary expenses incurred hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the salary expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of BGC, and its subcontractors, related to the salary expenses incurred hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. BGC hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. BGC further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the salary expenses incurred by BGC pursuant to the terms and conditions of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the salary expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because BGC's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, BGC may receive information that is confidential under local, state or federal law. BGC hereby agrees to protect

all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, BGC, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including 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 laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. BGC further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

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12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

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

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and BGC 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 BGC's indemnification obligations provided for herein, BGC shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and 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 BGC and its agents, officers, directors, employees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. 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 of no 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 Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which BGC may be exposed to liability. BGC shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, 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 BGC. 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 BGC shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

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4. For claims related to this MOU, BGC's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to BGC's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. BGC shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. 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 BGC does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies available under this MOU, take out the necessary insurance, and BGC 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 BGC under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and BGC 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 MOU 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

BGC: Boys & Girls Club of the Redwoods  
Attention: Monica Rose  
3117 Prospect Ave  
Eureka, California 95503

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that BGC 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. BGC shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

BGC agrees to comply with all local, state and federal laws and regulations applicable to BGC's obligations hereunder. BGC further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

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

19. SEVERABILITY:

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

20. ASSIGNMENT:

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

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of BGC. 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 BGC shall promptly refund, any funds disbursed to BGC, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

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

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to BGC suggested language, and a Measure Z Logo, for all press releases. In addition, BGC shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

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

33. INDEPENDENT CONSTRUCTION:

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

34. ENTIRE AGREEMENT:

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

35. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU 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.

**BOYS & GIRLS CLUB OF THE REDWOODS:**

By: [Signature]

Date: 9/7/2017

Name: Rodney Strom

Title: Board President

By: [Signature]

Date: 9-7-17

Name: Mary Hurley

Title: Finance Director

**COUNTY OF HUMBOLDT:**

By: [Signature]

Date: 10/24/17

Virginia Bass

Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

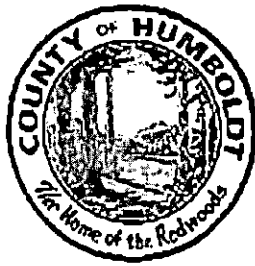
Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form





## CITIZENS' ADVISORY COMMITTEE ON *MEASURE Z* EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from *Measure Z*.)

### APPLICATION FOR FUNDING

Agency Name: Boys & Girls Club of the Redwoods

Mailing Address: 3117 Prospect Avenue, Eureka, CA 95503

Contact Person: Liz Smith

Title: CEO

Telephone: (707) 845-9758

E-mail address: lsmith@bgcredwoods.org

**1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: \$ 100,000**

**2. ENTITY TYPE -- Please check appropriate box.**

- a. Humboldt County Department ☐
- b. Contract Service Provider to Humboldt County ☐
- c. Local Government Entity ☐
- d. Private Service Provider ☐
- e. Non-Profit Service Provider ☒
- f. Other ☐

**3. Please provide brief description of proposal for which you are seeking funding.**

The Boys & Girls Club of the Redwoods (BGCR) serves younger youth ages 5-13 at the Eureka location. The Clubhouse is located near Alice Birney Elementary School and serves many youth in that neighborhood. The Clubhouse is at capacity with respect to space, and there is a need to serve more youth. Planning for expansion to offer additional programming at another site near both the Clubhouse and Alice Birney will offer the important service to the community in serving additional at-risk youth. They will have a safe, consistent environment to be after school and participate in expanded programming, safe play, and nutritional assistance. BGCR can hire additional staff to offer the quality programming in a sustainable manner. The additional space will relieve the stresses experienced by both staff and members and greatly improve the overall programming.

**4. Measure Z funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?**

Ongoing sustainability efforts include education of donors and community members on the importance of our work for youth. We have opportunities throughout the year to showcase and market our programs to bring in local community members to the Clubhouse. Our fundraising events, donor reports, and social media outlets include program updates and marketing of community benefit BGCR youth programming provides.

**5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?**

The Clubhouse receives a combination of local governmental and foundation and federal pass through grant funding. This program also receives community individual and business donations

**6. If you are awarded Measure Z funds, how will you use them to leverage additional grants, contributions, or community support?**

If awarded, we will use this grant to leverage additional community support. This will be achieved through ongoing strategic work from our Board and Executive Director in donor cultivation and stewardship. By choosing to more rigorously market and showcase to our donors which programs have the greatest impact to our youth, we will be able to demonstrate the importance of BGCR community service to its youth. We will also work to educate donors on how retention of professional staff are key to the ongoing success of our programs.

**7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.**

The Clubhouse plans on partnering with the Calvary Lutheran Church to use several of their classrooms for additional youth programming. This space located near the schools and Clubhouse location, will allow BGCR expand essential youth services to youth that are in need of additional after school programming and a safe place to go after their school day is concluded.

**ATTACHMENTS—Please include the following with your application**

**Proposal Narrative:** Brief description of your request for Measure Z funds – Please explain how it is an essential service or for public safety. (one page maximum)

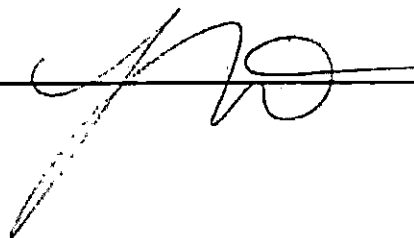
**Prior Year Results:** If your request is a continuation of a program funded with Measure Z in prior fiscal years, please provide the results of implementation. (one page maximum)

**Program Budget-** see attached

**I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct**

DATE: 2/17/17

SIGNATURE: \_\_\_\_\_



**SUBMIT THIS APPLICATION TO:**

Humboldt County Citizens' Advisory Committee on Measure Z Expenditures  
c/o County Administrative Office  
825 Fifth Street, Suite 111  
Eureka, CA 95501-1153.

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## **Measure Z Funding Request for Clubhouse – FY 2017-18**

### **Proposal Narrative**

**At the Boys & Girls Club of the Redwoods, we firmly believe that GREAT FUTURES START HERE.**

Statistics show that several northern California counties including Humboldt have a higher percentage of the population reporting one or more adverse childhood experiences or ACEs (<http://www.times-standard.com/general-news/20141221/adverse-childhood-experiences-in-humboldt-mendocino-highest-in-state>). The Boys & Girls Club of the Redwoods (BGCR) serves a high percentage of members either from single parent households or living in foster homes or transitional living situations. These life experiences are shown to cause greater stress and trauma to youth. BGCR has programming centered on mentoring, and we plan to add additional components in 2017 to help youth develop additional skills to help them in dealing with trauma.

Over 95% of our members participating in our Clubhouse location live in the Eureka Housing Authority. The school these children attend has an impacted after school program. In addition to living at or below poverty, many of our members are dealing with food insecurity, dysfunctional family systems, abuse and drug and alcohol dependency. Early reading proficiency continues to be an issue for many of our members.

BGCR will set up a program location expansion strategy to partner with the Calvary Lutheran Church. This expansion will allow BGCR to hire additional staff to offer mentoring, reading and homework assistance, and add enrichment programming of music and the arts. We will also continue to offer our SMARTMoves program. This program assists youth in resisting alcohol, tobacco and other drugs and premature sexual activity and to overcome obstacles that impede their development in leading successful lives and achieving their goals.

BGCR staff and volunteers are trained on how to collect and report program performance measures. Staff participates in ongoing training on program delivery, safety, mentoring, and working with a population dealing with trauma. Measure Z funding will help BGCR to expand and retain the qualified staff needed to serve our youth.

With the ability to expand our services, BGCR will continue to serve more of the youth in need of our services. Offering a safe and consistent environment for children to participate in program, play, and snacks or meals will give these children a healthy head start in their lives to allow them to feel good about themselves, achieve greater success in school, and continue on their path to become productive, caring, responsible citizens in our community.

**Boys & Girls Club of the Redwoods**  
**Humboldt County Measure Z Funding Budget-Clubhouse Location**  
**7-1-17 - 6-30-18**

**Grant Request:** \$ 100,000

<b>Description</b>	<b>Amount</b>	<b>Comments</b>
<b><u>Personnel</u></b>		
Unit Director-Clubhouse	\$ 6,448	add'l hours for 1 FTE
Program Director-Clubhouse	\$ 6,630	10 additional hrs.
Program Assistant-Clubhouse	\$ 14,300	new position-25 hrs.-expanded site
Program Assistant-Clubhouse	\$ 14,300	new position-25 hrs.-expanded site
Program Assistant-Clubhouse	\$ 14,300	new position-25 hrs.-expanded site
Program Assistant-Clubhouse	\$ 5,720	10 additional hrs.
Program Assistant-Clubhouse	\$ 5,720	10 additional hrs.
Subtotal	\$ 67,418	
Fringes	\$ 11,794	17.5% rate
<b>Total Direct Services</b>		
<b>Personnel</b>	<b>\$ 79,212</b>	
<b><u>Operating Expenses</u></b>		
Equipment	\$ 1,000	
Rent	\$ 6,000	
Utilities	\$ 500	
Printing	\$ 400	
Janitorial Supplies	\$ 400	
Program Supplies	\$ 613	
Office Supplies	\$ 400	
Telephone	\$ 825	
Training	\$ 350	
Travel	\$ 300	
<b>Total Operating</b>	<b>\$ 10,788</b>	
<b><u>Indirect</u></b>	<b>\$ 10,000</b>	6% rate
<b>Total Grant</b>	<b>\$ 100,000</b>	

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
Boys & Girls Club of the Redwoods  
Fiscal Year 2017-2018

1. **DUE DATES:**

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. BGC must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

2. **SUBMISSION OF REPORTS:**

All reports should be emailed to [cao@co.humboldt.ca.us](mailto:cao@co.humboldt.ca.us) or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes, Senior Administrative Analyst  
825 Fifth Street, Room 112  
Eureka, California 95501

**EXHIBIT C**  
**QUARTERLY AND FINAL REPORT FORM**  
Boys & Girls Club of the Redwoods  
Fiscal Year 2017-2018



**COUNTY OF HUMBOLDT – MEASURE Z**  
**Report Form**

**Organization Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

**I. QUARTERLY NARRATIVE** (please attach a maximum of 1 page, exclusive of attachments)

**A. Results/Outcomes**

- ☐ 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- ☐ 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

**II. FINAL SUMMARY REPORT** (please attach a maximum of 2 pages, exclusive of attachments)

**A. Lessons Learned**

- ☐ 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- ☐ 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

**EXHIBIT D**  
**SOCIAL MEDIA REPORTING REQUIREMENTS**  
Boys & Girls Club of the Redwoods  
Fiscal Year 2017-2018

1. DUE DATES:

BGC will post Measure Z updates on BGC-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where BGC will post Measure Z updates:

Social Media (*ie, Facebook*)      Account Name (*ie, County of Humboldt – Government*)

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3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, BGC's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [ ] brief description of Measure Z activities completed and/or total numbers served [ ]. During our efforts this quarter we've seen [ ] brief description of the difference Measure Z funding has made in our community and for the population you are serving [ ].”

## ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>A. Personnel Costs</b>			
Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
<b>Total Personnel:</b>		<b>0.00</b>	<b>0.00</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Operating Costs:</b>		<b>0</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Consumable/Supplies:</b>		<b>0</b>	<b>0</b>

# ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

Descriptions	Amounts	Approved Budget	Remaining Balance
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## D. Transportation/Travel (Local and Out-of-County should be separate)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Transportation/Travel Costs:	0	0	0
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## E. Fixed Assets

Title:			
Description:			
Title:			
Description:			

Total Other Costs:	0	0	0
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Invoice Total:	0.00		
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# ATTACHMENT II - EXHIBIT F

## Measure Z - Invoice

<b>Agency Name</b> <b>Coordinator/Contact</b> <b>Address</b> <b>Phone</b>
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Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)		
	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

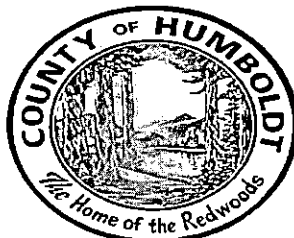
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained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

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

**COUNTY OF HUMBOLDT**  
 County Administrative Office  
 825 Fifth Street, Room 112  
 Eureka Ca 95501



(707) 445-7266

\_\_\_\_\_ Date

\_\_\_\_\_ Date



BOYSAND-02

LSHEELY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/08/2017

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

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

PRODUCER  
George Petersen Insurance Agency, Inc.  
P.O. Box 1227  
Eureka, CA 95502

CONTACT  
NAME:  
PHONE (A/C, No, Ext): (707) 442-2971 FAX (A/C, No): (707) 442-7281  
E-MAIL: info@gpins.com  
ADDRESS:

INSURED  
  
Boys and Girls Club of the Redwoods  
3015 J Street  
Eureka, CA 95501

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: Nonprofits' Insurance Alliance of California 11384  
INSURER B: Illinois Midwest Insurance Agency, LLC  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		2017-05596	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000
	X Social Svc Prof 1mi					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
						LIQUOR LIAB 1MI \$ 1,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A X	AUTOMOBILE LIABILITY		2017-05596	08/01/2017	08/01/2018	BODILY INJURY (Per person) \$
	X ANY AUTO					BODILY INJURY (Per accident) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					
A X	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB CLAIMS-MADE		2017-05596-UMB-NPO	08/01/2017	08/01/2018	AGGREGATE \$
	DED X RETENTION \$ 10,000					Aggregate \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WCMPRO5150922	07/01/2017	07/01/2018	X PER STATUTE : OTI-ER :
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)  
Certificate is issued as proof of coverage.

## CERTIFICATE HOLDER

## CANCELLATION

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