

Nick Wilczek Director of Library Services Humboldt County Library 1313 Third Street Eureka, CA 95501

7/14/19

Dear Nick,

I am pleased to inform you that First 5 Humboldt has approved funding in the amount of \$67,500 for Fiscal Year 2019/2020 to continue the partnership with the Library.

Please thoroughly read the Agreement. Secure a signature and return <u>both of the original Agreements</u> to FIRST 5 HUMBOLDT at the address below. An original Agreement will be returned to you when the Agreement is fully executed.

When returning the Agreement, also attach a <u>Budget for Fiscal Year 2019/20 for Humboldt County Library</u>. The Budget will be attached to the Agreement as Exhibit C.

In addition, we will need to receive updated general liability, automobile and worker's compensation insurance certificates as of July 1, 2019. Please provide these as soon as possible. Call me if you have any questions.

Sincerely,

Mary Ann Hansen Executive Director

# GRANT AGREEMENT BETWEEN FIRST 5 HUMBOLDT AND COUNTY OF HUMBOLDT

This Agreement is made and entered into this 1<sup>st</sup> day of July 2019, by and between FIRST 5 HUMBOLDT (hereinafter "FIRST 5") and County of Humboldt, a governmental entity (hereinafter "GRANTEE").

#### **RECITALS**

WHEREAS, FIRST 5 has adopted a strategic focus area to promote the optimal development of young children from the prenatal stage to five (5) years of age with a focus on prevention, in partnership with families, caregivers and the community, and

WHEREAS, FIRST 5 has determined, in carrying out its Strategic Plan focus areas and objectives, to make monetary grants to deserving organizations that can further First 5's strategic plan, and

WHEREAS, GRANTEE requested grant funds, and

WHEREAS FIRST 5 has approved the request for grant funds, and

WHEREAS, the parties hereto desire to enter into this AGREEMENT in order for FIRST 5 to disburse grant funds to GRANTEE,

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

#### 1. PROJECT DESCRIPTION

GRANTEE shall utilize the grant funds for the purpose of supporting the strengthening, planning and training capacities of the GRANTEE in order to serve diverse Humboldt County populations of children ages birth to five and their families (the "Project"). The specific activities/tasks are described in the Scope of Work, as set forth in Exhibit A, attached hereto and incorporated herein.

#### 2. TERM

The term (the "Term") of this Agreement is July 1, 2019 to June 30, 2020, unless extended by the written agreement of the parties.

# 3. GRANT FUNDS

A. FIRST 5 agrees to pay GRANTEE a sum not to exceed sixty-seven thousand five hundred dollars (\$67,500) to cover GRANTEE'S costs in carrying out the Project. Costs for labor and materials for each year shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated by reference. Deviations exceeding 10% of any single category proposed in the line item budget must receive written approval of the Executive Director of FIRST 5.

B. GRANTEE shall submit an itemized invoice, no less frequently than quarterly, to FIRST 5 itemizing all work completed and costs incurred as of the invoice date.

C. No later than 45 days after expenditure of all grant funds, or completion of the project, whichever is sooner, GRANTEE shall submit adequate written documentation in a final invoice of all costs incurred in connection with performance of services under this Agreement. Any unspent funds shall be returned to FIRST 5. GRANTEE shall bear the responsibility for any Project costs in excess of \$67,500.

# 4. PROHIBITION AGAINST SUPPLANTING STATE OR LOCAL FUNDS

GRANTEE shall comply with the requirements of Revenue and Taxation Code Section 30131.4, which provides that Proposition 10 funds shall only be used to supplement existing levels of service and not to fund existing levels of service. GRANTEE agrees that the grant funds received pursuant to this Agreement shall be used to enhance the quality or quantity of its services, and not to supplant existing funding, including state or local General Fund money.

## 5. <u>REPORTING REQUIREMENTS</u>

GRANTEE shall submit an Interim Progress Report, describing the work accomplished in each six month period, to FIRST 5 no later than the 30<sup>th</sup> day of the month following each six (6) month period of the Agreement. GRANTEE shall submit a Final Progress Report, describing the work accomplished during the entire period of the Agreement, to FIRST 5 no later than the 30<sup>th</sup> day of the month following the Agreement's termination date. FIRST 5 shall provide Interim and Final Progress Report guidelines to GRANTEE no later than 45 days prior to the Report due dates. In addition to Interim and Final Reports, GRANTEE shall comply with all other reporting and evaluation requirements as set forth in GRANTEE's Project Scope of Work (Exhibit A), Evaluation Plan (Exhibit B), and the terms of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs* (Exhibit D).

# 6. RECORD RETENTION AND INSPECTION

A. Maintenance and Preservation of Records. GRANTEE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, 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 services provided hereunder. GRANTEE shall maintain appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided 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 Agreement. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by FIRST 5 and any duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by FIRST 5 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. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If GRANTEE is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by GRANTEE within thirty (30) days of notice.

#### 7. RESTRICTIONS, LIMITATIONS OR CONDITIONS

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

# 8. COMPLIANCE WITH FIRST 5 REQUIREMENTS.

A. GRANTEE shall comply with all rules, regulations, requirements, and directives of FIRST 5 as set forth in FIRST 5's Strategic Plan, FIRST 5 HUMBOLDT Evaluation Policy for Continuation of

Existing Programs (Exhibit D), FIRST 5 HUMBOLDT Social Media Policy (Exhibit E), FIRST 5 HUMBOLDT Healthy Beverage Policy (Exhibit F), and other FIRST 5 policies, all of which are posted on the FIRST 5 website at <a href="https://www.first5humboldt.org">www.first5humboldt.org</a>.

- B. These rules, regulations, requirements, and directives include (but are not limited to) the following:
- i. All Program leaders must be fingerprinted and undergo a background check to obtain a criminal clearance;
  - ii. Tobacco use is prohibited at all times at all places where Project activities occur;
- iii. Grantees who wish to utilize social media during the Project must abide by the posting guidelines described in Sections 5.1 and 5.2 of the FIRST 5 HUMBOLDT Social Media Policy.

#### 9. INSURANCE

A. THIS AGREEMENT SHALL NOT BE EXECUTED BY FIRST 5 and the GRANTEE 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 FIRST 5.

B. General Insurance Requirements: Without limiting GRANTEE's indemnification provided herein, GRANTEE shall require any of its subcontractors to take out and maintain, throughout the period of performance of GRANTEE's Project under this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of GRANTEE, its agents, employees, volunteers 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 \$2,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
- (a) FIRST 5, its commissioners, officers, employees, volunteers, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its officers, agents, employees and volunteers.
- (b) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to FIRST 5 by certified mail.
- (c) 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.
- (d) For claims related to this Project, and for which GRANTEE is liable, the GRANTEE's insurance is primary coverage to FIRST 5, and any insurance or self-insurance programs maintained by FIRST 5 are excess to GRANTEE's insurance and will not be called upon to contribute with it.

- (e) Any failure to comply with reporting or other obligations of the parties, including breach of warranties, shall not affect coverage provided to FIRST 5, its commissioners, officers, employees, volunteers, and agents.
- 2. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of no less than One Million Dollars (\$1,000,000.00) per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to FIRST 5 by certified mail.
- 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 FIRST 5, 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 CONTRACTOR may be exposed to liability. GRANTEE shall require that such coverage be incorporated into its professional services agreements with any other entities.
- 5. Special Insurance Requirements: Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- (a) The Comprehensive or Commercial General Liability Policy shall provide that FIRST 5, 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 GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - i. Includes contractual liability.
- ii. 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."
  - iii. Is the primary insurance with regard to FIRST 5.
  - iv. Does not contain a pro-rata, excess only and/or escape clause.
  - v. Contains a cross liability, severability of interest or separation of insureds clause.
- (b) 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 FIRST 5 in accordance with the notice provisions set forth herein. It is further understood that GRANTEE shall not terminate such coverage until FIRST 5 receives adequate proof that equal or better insurance has been secured.
- (c) 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.

- (d) For claims related to this Agreement, GRANTEE's insurance is the primary coverage to FIRST 5, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.
- (e) Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to FIRST 5, its agents, officers, officials, employees and volunteers.
- (f) GRANTEE shall furnish FIRST 5 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, FIRST 5. If GRANTEE does not keep all required policies in full force and effect, FIRST 5 may, in addition to other remedies under this Agreement, take out the necessary insurance, and GRANTEE agrees to pay the cost thereof. FIRST 5 is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.
- (g) FIRST 5 is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

#### 10. HOLD HARMLESS AND INDEMNIFICATION

A. GRANTEE shall hold harmless, defend and indemnify FIRST 5 and its commissioners, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including, without limitation, attorney fees and other costs arising out of, or in connection with GRANTEE's negligent performance or, 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 FIRST 5.

B. Acceptance of insurance required by this Agreement does not relieve GRANTEE from liability under this provision. This provision shall apply to all damages or claims for damages arising from GRANTEE's performance under the terms of the Project, 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 GRANTEE hereunder.

#### 11. RELATIONSHIP OF PARTIES

GRANTEE shall perform all work and services as described herein as an independent contractor. It is understood that this agreement 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 GRANTEE shall not be entitled to any benefits to which First 5 employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers compensation. GRANTEE shall be solely responsible for the acts or omissions of its officers, agents, employees, volunteers, and subcontractors.

#### 12. ASSIGNMENT

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

#### 13. AGREEMENT SHALL BIND SUCCESSORS

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

#### 14. **SUBCONTRACTING**

GRANTEE shall not subcontract any portion of the work required by the Agreement without prior written approval of FIRST 5.

#### 15. STANDARD OF PRACTICE

GRANTEE 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. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

#### 16. TITLE TO INFORMATION AND DOCUMENTS

Any and all documents, photographs, audio and video recordings, reports and other information prepared for FIRST 5 under the terms of this Agreement by and/or submitted by GRANTEE shall become the property of FIRST 5, which shall own all rights, title, and interest in such materials, including the copyrights. GRANTEE may retain copies for its own records. In the event of termination of this Agreement prior to the expiration of the Term in accordance with section 19, for any reason whatsoever, GRANTEE shall promptly turn over all such materials developed up to the date of termination to FIRST 5 without exception or reservation.

#### 17. NON-DISCRIMINATION COMPLIANCE

A. <u>Nondiscriminatory Delivery of Social Services</u>. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance 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 or any other classifications protected by local, state or federal laws or regulations. FIRST 5 reserves the right to monitor the GRANTEE's provision of services in order to ensure compliance with the requirements of this section.

B. <u>Professional Services and Employment</u>. In connection with the execution of this Agreement, GRANTEE, 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 the employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. GRANTEE 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; 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 Agreement by reference and made a part hereof as if set forth in full.

#### 18. ENTIRETY OF CONTRACT

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

#### 19 AMENDMENT

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

#### 20. TERMINATION

A. This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations of the parties arising prior to the effective date of termination:

- 1. <u>Termination</u>. At any time and for any reason, upon thirty (30) days written notice either party may terminate this Agreement. FIRST 5 shall pay only for those services rendered as of the date when termination is effective.
- 2. <u>Termination for Cause</u>. If, in the opinion of FIRST 5, GRANTEE fails to perform the services required under this Agreement within the time limits specified herein, or fails to meet the requirements of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs*, or otherwise fails to comply with the terms of this Agreement as determined at the sole discretion of FIRST 5, or violates any ordinance, regulation, or other law which applies to its performance herein, FIRST 5 may terminate this Agreement immediately, effective on the date of notice. In such event, FIRST 5 may exercise any of its rights under this Agreement or available to it under the law.
- 3. <u>Termination for Insufficient Funding</u>. Should FIRST 5 experience any loss of its Proposition 10 funding, First 5 California funding, or any other loss of funding that renders FIRST 5 unable to continue to support the activities and services provided by GRANTEE as described in

this Agreement, FIRST 5 may terminate this Agreement immediately, effective on the date of notice.

4. <u>Compensation Upon Termination</u>. In the event of any termination of this Agreement, GRANTEE shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to FIRST 5 resulting from a breach of this Agreement by GRANTEE.

#### 21. NOTICES

Notices shall be given to FIRST 5 at the following address:

Mary Ann Hansen, Executive Director FIRST 5 HUMBOLDT 325 Second St., Suite 201 Eureka, CA 95501

Notices shall be given to GRANTEE at the following address:

Nick Wilczek, Director of Library Services Humboldt County Library County of Humboldt 1313 Third Street Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to FIRST 5 or GRANTEE personally, or by mailing a copy of said notice to FIRST 5 or GRANTEE. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

#### 22. COMPLIANCE WITH APPLICABLE LAWS

GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. GRANTEE further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

#### 23. 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.

#### 24. 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.

#### 25. 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 provision of this Agreement. In no event shall any payment by FIRST 5 constitute a waiver of any breach of this Agreement or any default which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to FIRST 5 with respect to any breach or default. FIRST 5 shall have the right to demand repayment of, and GRANTEE shall promptly

refund, any funds disbursed to GRANTEE which, in the judgment of FIRST 5, were not expended in accordance with the terms of this Agreement.

#### 26. CONFIDENTIAL INFORMATION

A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information which is confidential information under state or federal law. GRANTEE 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. <u>Continuing Compliance with Confidentiality Laws</u>. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances

consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

#### 27. MONITORING

GRANTEE agrees that FIRST 5 has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, programs or procedures, at any time, as well as the overall operation of GRANTEE's programs, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE will cooperate with a corrective action plan, if deficiencies in GRANTEE's records, programs or procedures are identified by FIRST 5.

#### 28. ATTORNEYS' FEES

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

#### 29. SURVIVAL

The duties and obligations of the parties set forth in Section [20] – Compensation Upon Termination, Section [\_6\_] – Record Retention and Inspection, Section [\_26\_] – Confidential Information and Section [10] – Indemnification shall survive the expiration or termination of this Agreement.

#### 30. CONFLICTING TERMS OR CONDITIONS:

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

#### 31. INTERPRETATION:

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

#### 32. 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.

#### 33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes,

unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

#### 34. ADVERTISING AND MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from FIRST 5 prior to being released to the media (television, radio, newspapers, Internet). In addition, GRANTEE shall inform FIRST 5 of requests for interviews by media related to this Agreement prior to such interviews taking place. FIRST 5 reserves the right to have a representative present at such interviews.

#### 35. <u>AUTHORITY TO EXECUTE</u>

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

#### 36. NUCLEAR FREE ZONE COMPLIANCE

FIRST 5 certifies by its signature below that FIRST 5 is not a Nuclear Weapons Contractor, in that FIRST 5 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. FIRST 5 agrees to notify GRANTEE immediately if it becomes a nuclear weapons contractor, as defined above. GRANTEE may immediately terminate this agreement if it determines that the foregoing certification is false or if FIRST 5 becomes a nuclear weapons contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

ATTESTS: FIRST 5 HUMBOLDT:
By
Executive Director
GRANTEE:
Ву
Title: Chair, Board of Supervisors

**RISK MANAGEMENT** 

Risk Manager

# Humboldt County Library Partnership EXHIBIT A Scope of Work July 2019 – June 2020

Measurable	Majou Activities	Timeline	Doggogajala	Documentation of
	Major Activities	ilmenne	Responsible	
Objectives The library will			Person/Position	Work Performed
The library will				
strengthen its				
existing systems				
and build its				
capacity for serving				
isolated rural				
residents, families				
living in poverty,				
Latino and Native				!
American	1a). Continue to	July 2019-	Children's	List of websites
populations.	identify websites of	June 2020	Librarian	·
	partner agencies for	1:	Outreach	
1. Incorporating	possible linkages to		Coordinator	
appropriate Family	library website or to			
Place concepts;	provide them content			:
promote Humboldt	about library			
County Library as a	programs for children			Copies of booklists
Family Friendly	and parents.	July 2019-		
Place and continue		June 2020	Children's	
to make the	1 b). Continue to		Librarian	
'Family Spaces' in	make collection			
all county library	materials more			List of
facilities more	accessible through			organizations
appealing and	library displays and	July 2019-		contacted
welcoming to at-	booklists.	June 2020	Children's	
risk, multilingual			Librarian	
and ethnic families	1 c). Continue to		Outreach	
	contact agencies		Coordinator	
	serving families and			Photographs of
	children for brochures			Parenting Corners
	and newsletters to be	July 2019-	1	1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
	made available in	June 2020		
	Parenting Corner.	2010	Outreach	Photographs of
	, a. c.raiig coilies		Coordinator	children's/family
	1 d). Continue to		Children's	spaces in all library
	promote and maintain	July 2019-	Librarian	facilities
	Parenting Corners in	June 2020	Libialiali	lacinues
l	ratenting Comers III	Julie 2020	<u> </u>	<u></u>

	the Main Library and			
	the Main Library and branches		Children's	
	Di anches			
	4 -1 0		Librarian	
	1 e). Continue to		Branch Library	,
	identify specific items		Staff	Invoices of
	for Main Library and		Outreach	purchased items
	Branches that will		Coordinator	
	make the 'Family			
	Spaces' more	July 2019-		
	appealing and	June 2020		
	accessible to the			Analysis of
	target audience, based			feedback
	on the Focus Group			
	reports, patron input		Children's	,
2. Continue to	and Family Place		Librarian,	
enhance the	concepts.	July 2019-	Executive	
collections of	,	June 2020	Secretary	Invoices of
family support	1 f). Purchase the	June 2020	Secretary	purchased
resources, multi-	educational toys,			materials
lingual materials,	puzzles, rugs,			materials
audiovisual, and	furniture, and other			
other core	items to meet this	ll. 2010	Children's	
collections for the		July 2019-		
	objective.	June 2020	Librarian	
young child			Outreach	Computer catalog
			Coordinator,	listing of items and
	2 a). Evaluate existing			their locations on
	collection, noting			file at the library
	replacement needs			
	and soliciting input	July 2019-	Children's	Distribution list
	from Branch Library	June 2020	Librarian	
	staff.			
	2 b). Review, select			Copies of
	and purchase 500-800			newspaper
	new items for the	July 2019-		articles, FB posts,
	children's collection	June 2020	Cataloging	press releases
	and 25-40 items for		Librarian	
	the Parenting Corner.		Office Assistant	
	2 c). Catalog and	July 2019-		Attendance
	process materials for	June 2020		statistics;
	circulation.		Shipping	Copies of publicity
			Department	- September 1
			cpai ::::::::::::::::::::::::::::::::::::	
L	1	<u> </u>	l	<u> </u>

3. Continue				
programming for	2 d). Distribute to			Attendance
families and	Branch Library	July 2019-	Children's	statistics;
conduct quarterly	locations.	June 2020	Librarian	Invoices for
workshops for			Eureka Library	performers
parents and			Facebook team	parion di la constanti di la c
childcare providers	2 e). Publicize			Attendance
	availability of			statistics;
	collections.	July 2019-		Copies of publicity
		June 2020	Children's	
			Librarian	
			Outreach	
			Coordinator	
	3 a). Continue	July 2019-	Branch Staff	
	Storytime and	June 2020		
	Outreach programs in			Attendance
	main library and		Children's	statistics;
	branch libraries,		Librarian	Invoices for
	including Hoopa		Outreach	workshops;
			Coordinator	Flyers and
	3 b). Continue Family			publicity
	Literacy Night in			
	Eureka in partnership	July 2019-	Children's	
	with Humboldt	June 2020	Librarian	Results of
	Literacy Project.		Outreach	activities
			Coordinator	documented in
	3c). Partner with			reports
	FAAN, HCOE, and			
	other groups to			
	provide quarterly	July 2019-		
	workshops such as	June 2020		Invoices for
	decoding the English			purchased items
	Language and Every		Children's	
	Child Ready to Read		Librarian	
	(in English and		Outreach	
	Spanish) for parents	July 2019-	Coordinator	
	and childcare	June 2020		Copy of list
	providers.			
	3d). Continue		_	
	programming for		Outreach	
	families with young		Coordinator	
	children, including	July 2019-	Children's	List of activities
	Baby Read & Grow	June 2020	Librarian	

	Time and Baby Sign			
	Workshops.		•	
		·	Children's	
	3e). Work with Paso a		Librarian	
	Paso and other groups	July 2019-	working with	
	to explore ways to	June 2020	volunteers and	
		June 2020		
	offer Baby Signs to Spanish speaking		workshop	,
	families		providers	
	ianines			
	3 f). Purchase			
	Storytelling Aids		Children's	
	(puppets, flannel		Librarian,	
	board and other		Outreach	
	items) that make		Coordinator	
	books come alive for			
	very young children.			
	3 g). Update and			ļ
	maintain list of		Children's	
	performers,		Librarian	
4. Support	community helpers		Outreach	
Kindergarten	and organizations		Coordinator	List of activities
Transition	willing to present			
Activities and	programs. Share list			
School Readiness	with appropriate			
	partners.			
	2h) Cantin			
	3h). Continue outreach to First 5 PFS			Invoices of
	]	Luk. 2040		purchased
	Programs and	July 2019- June 2020	· ·	materials;
	playgroups; conduct targeted outreach	June 2020		computer catalog
5. Continue	based on survey			listings
outreach to Latino	results and comments.			
Community	Work with F5	*		List of activities;
Community	Humboldt in			Copies of publicity
	July/August 2019 to	July 2019-		copies of publicity
	revisit the list of	June 2020		
	targeted sites and	Julic 2020		
	possible activities.			
:	Focus should continue			
	to be on serving	*1/8		
	10 10 01 011 11118			<u> </u>

	playarauna and attent	1.1. 2242		<u> </u>
	playgroups and other	July 2019-		
	groups with younger	June 2020		Reports
	children attending as			
	well as groups with		Children's	
	higher rates of		Librarian	
	Spanish language and	.	Outreach	
	American		Coordinator	
	Indian/Native			List of activities;
	American attendees.			Attendance
	Consider strategies to			Statistics;
	disseminate	July 2019-		Copies of Publicity
	information about	June 2020	Children's	
	library activities such		Librarian	
	as articles and through		Acquisitions	
	social media (e.g. First		and	Invoices of
	5 Humboldt's			purchased
	Facebook page)	_		collection
	if/when possible as	July 2019-		materials
	well as Storytime and	June 2020	Technical	
	literacy development		Services Staff	
	support		Outreach	Invoices of
			Coordinator	purchased
	4 a). Explore ways to		Children's	materials;
6. Continue to	work with CPIN and		Librarian	computer catalog
work with the	other groups to	July 2019-		listing of items and
Native American	collaborate on	June 2020		locations
community to	activities to support			
improve services	children and parents			
	being ready for school			
		July 2019-		List of
	4 b). Continue to	June 2020	Outreach	events/activities;
	identify and purchase		Coordinator	Attendance
	materials about school			statistics;
•	readiness and starting school.			Copies of publicity
				Invoice for
	i			performers;
	5 a). Continue to	July 2019-	Outreach	Attendance
	promote availability of	June 2020	Coordinator	statistics;
	Library card			Copies of publicity
	applications and			- In an an bananara)
	policy information in			List of activities
	Spanish. Work with			
	Latino Net, Network			

	A			11-1-6
	American			List of activities
8. Cultivate a	events/activities as	July 2019-		Copy of
network of partner agencies and	appropriate	June 2020		Agreement
organizations	6 b). Continue			
serving the target	providing storytimes,			
audience	outreach, and other activities as			
	appropriate at Hoopa	July 2019-	Children's	
	Library (see objective	June 2020	Librarian	
	3).		Office Assistant	
	6 c). Work with			
	Northcoast			
	Storytellers and others		<b>Library Director</b>	Outreach
	to provide			Coordinator
	programming with			Monthly Report
	Native American			
	Storytellers.			
			Children's	
	6 d). Coordinate and		Librarian	
	collaborate with other		Office Assistant	
	community agencies	July 2019-		Outreach
	serving the Native	June 2020		Coordinator
	American population,	i		Monthly Report
	including current sites			!
	for Leap into Literacy		Outreach	
	in Hoopa, Orleans,		Coordinator	
9. Provide ongoing	Willow Creek, and the			List of partners;
training for staff	Bear River Rancheria			List of activities;
	and other	July 2019-		Publicity from
	tribes/groups as	June 2020		events;
10. Focus on both	appropriate to			Attendance
long and short	promote library		Outreach	statistics
project outcomes	services and build on		Coordinator	
	our working		Children's	Outreach
	relationship with	July 2019-	Librarian	Coordinator
	Coastal Indian groups.	June 2020		Monthly Report; copies of
	6 e). Continue to			newsletter articles
	purchase Native			
	American books and			
	AV produced for use	July 2019-		
		June 2020		

	with young children			Handouts/Agendas
	(see Objective 2).			from workshops
	7 a). Continue to			
	lease delivery van to		Children's	
	facilitate increased		Librarian	
	volume of materials		Outreach	
	taken to sites in	July 2019-	Coordinator	
	outlying areas.	June 2020		
		:		
	7 b). Purchase			
	additional materials	_		
	for deposit collections	July 2019-		Į.
	and theme-based kits	June 2020	Children's	
	to replace lost or	for all	Librarian	
	damaged items and to		Outreach	
	keep the collections		Coordinator	
	fresh.	1		
	7 c). Continue to		_	
	collect evaluation		Children's	
	forms and to be		Librarian	List of agencies
	responsive to		Outreach	
	suggestions for		Coordinator	
	improving the service.			
				Invoices of
	7e) Explore ways to	July 2019-	Library Director	purchased
!	explore requirements	June 2020	Children's	materials;
	for participating in	for all	Librarian	computer catalog
	Leap Into Literacy to	outcomes	Outreach	listings
	make it more feasible,		Coordinator	
	including using branch			Invoices of
	libraries as			purchased
	distribution sites,			materials;
	having "Bay Area"			computer catalog
	sites pick up materials		ا اداد	listings
	directly from the		Children's	
	library, developing		Librarian	Invoices of
	terms for agreements		Outreach	purchased
	with sites (inducing		Coordinator	collection
	looking at ways to			materials;
	increase parental			computer catalog
	involvement, library		Library Director	listings

			•	
	visits/use by providers		Children's	
	and families, etc)		Librarian	
			Outreach	
	8 a). Write and		Coordinator	
	distribute regular			Evaluation Forms
	communications,			
	informational and			
	promotional items to			
	partner networks;		1	
	attend meetings when			
	appropriate.			Lists of programs;
				Attendance
	8 b). Actively seek out			statistics
	new partnerships in			
	the community and			
	work with other			
:	agencies to fulfill our			
	mutual goals.			Participant surveys
			Children's	(from other F5H
	8c). Explore		Librarian	funded programs);
	partnerships with		Outreach	Informal patron
	community groups		Coordinator	comments
	and agencies to use			
	Humboldt County			
	Library system and			
	programs		Children's	
	p. <b>-8</b>		Librarian	
	8 d). Continue to work		Office Assistant	
	with established print			
	and electronic			
	newsletters, radio,		Children's	Participant
	social media and other		Librarian	surveys;
	methods to publicize	-	Office Assistant	Circulation
	the Humboldt County			statistics on
	Library and its			Parenting Corner
	services.		Children's	materials as
	3011.3037		Librarian	available
			Office Assistant	~ # GIIGN C
	9 a). Attend relevant		Jine Assistant	
	workshops and			List of activities in
	training sessions	July 2019-		reports as
	arannib acasions	June 2020		appropriate
		JAIIE ZUZU		appropriate
				<u> </u>

10 a). Long-Term		Outreach	
Outcomes:		Coordinator	
i. Children and			
families are			
adequately supported			
in			
their communities and			
neighborhoods;		Children's	
ii. Children are		Librarian	
developmentally		Outreach	
ready to enter		Coordinator	
kindergarten;			
iii. Children and			
families have an			
improved quality of			
life;		Children's	
iv. Children and		Librarian	
families are		Outreach	
participants in lifelong		Coordinator	
learning		Commission	
opportunities;		Consultants	
			List of activities in
10 c) Agreed-Upon	July 2019-		reports
Short Term Outcomes:	June 2020		
i. The library will			
continue to establish			
formal linkages with			Interim report
at least 30 agencies			
serving the target	July/Augu		
population;	st 2019	Children's	
		Librarian	
ii. The library will add		Outreach	Reports;
30-50		Coordinator	List of possible
new Spanish language	_		funding sources
materials to its	July 2019-		
collection annually;	June 2020		
iii. The library will add		Children's	
10-25 new materials		Librarian	
by/about American		Outreach	
Indians/Native		Coordinator	
Americans annually;			

in J

iiii. The library will continue to look for new materials to add to its collection annually that target other underserved groups such as hearing impaired children/families, children/families in poverty, etc;

iv. At least 80% of child care provider in the Leap Into Literacy program will report increasing the frequency of reading to children in their care;

v. Ongoing participation in children's literacy programs at the library and /or at the partner agency by the target audience (e.g. storytime, summer reading club, storytelling)

vi. Continued
perception of the
library as "family
friendly" (which could
include comfort level
in using the library,
enjoyment of the
benefits of library,
comfort level in
participating in library
programs, etc.); work

Children's
Librarian
Branch
librarians
Outreach
Coordinator
Library Director

Children's Librarian and First 5 Humboldt staff/evaluators

Children's Librarian and First 5 Humboldt with F5 Humboldt to discuss ways to improve perceptions of safety by 0-5 parents vii. Continued perception of the

perception of the library as a resource for information about parenting

11a. Participate in technical assistance/other activities provided by First 5 and/or First 5 designees that will encourage/support: \* Increasing skills to provide appropriate outreach and a welcoming environment to diverse families and caregivers including, but not limited to those who reflect diversity of race, ethnicity, gender, age, sexual orientation, income or ability \* Ensure that outreach, inclusion and program activities are culturally proficient \* Explore and report on strategies to increase comfort level

for parents visiting the

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library with young		
children		
* Update social		
media such as		
Facebook regarding		
children's services at		
the library as needed		
11b. Continue work on		
developing safety		
strategies to increase		
comfort level for		
parents visiting		
Humboldt County		
libraries with young		
children		
11c. Review SOW		
activities, short and		
long-term outcomes		
with First 5 in		
July/August, 2019 and		
revise as appropriate.		
11d. Explore options		
for sustainable		
funding in light of First		
5 Humboldt's revenue		
decline		

## Partnership Proposal 2019 - 2020 First 5 Humboldt -- Humboldt County Library Budget Narrative

#### 1. Personnel

# A. Outreach Coordinator (Senior Library Assistant) @ 28.125 hours per week for 12 months

Funds Requested: \$49,155.00

The Outreach Coordinator position is a Senior Library Assistant (SLA), at Step D on the salary scale. First 5 Humboldt pays for 75% of her salary and benefits, or 28.125 hours per week. The cost is estimated at \$49,155, based on current salary, a 0.5% raise in July 2019, a 0.5% raise in December 2019, and a 3% increase for the second period of the fiscal year to cover possible increases in benefit costs.

The Outreach Coordinator will continue to implement outreach services to the children ages 0-5 and their families and to work with community agencies and organizations to promote early literacy and library services. Her tasks include planning and presenting story times at playgroups and Leap into Literacy (LIL) sites; providing instruction to adults working with children; selecting, compiling and delivering deposit collections and theme kits to LIL sites; and preparing plans and materials for programs in branch and main libraries.

#### B. Office Assistant @ 8 hours per week for 12 months

Funds Requested: \$5,203.00

This position is an Office Assistant at 8 hours per week for 12 months, for a total of 520 hours. The current cost per hour is \$12.20; the estimate includes a 5% increase in cost for the second six-month period.

The Office Assistant orders materials selected by the Youth Services Librarian, adds records to the computer catalog, and prepares the materials for use in libraries and in the Leap into Literacy collection. This staff member may also assist the Outreach Coordinator and Children's Librarian with additional tasks and projects such as weeding damaged and outdated materials, sorting and inventorying story time materials, and preparing special displays.

#### 2. Materials

#### A. Books and audio-visual materials for in-house program support.

Funds Requested: \$8,417 for children's and parenting collections

Children's collection: \$7,817

This funding provides for the purchase of books and other materials to support programming and patron usage. We will continue to enhance our collection of multicultural titles, bilingual materials, and resources supporting emotional and social development.

Parenting collection: \$600

This collection rotates from the Main Library to nearly all branch libraries, and offers books and DVDs as well as referral information related to pregnancy, parenting and child development. We will continue to select new and updated materials for this useful collection.

#### B. Leap Into Literacy materials

Funds Requested: \$300

The Leap into Literacy (LIL) delivery program continues to be successful and much-appreciated. Funds requested in this category will replace lost or damaged books from this collection.

#### C. Materials for programs and spaces

Funds Requested: \$400

In addition to providing engaging programs for young children and their families, the library will continue to build on earlier efforts to make all library facilities more appealing and accessible to at-risk, multilingual and ethnic families. The requested funds will allow us to continue replacing and updating materials for programs and for family play during library open hours. Our goal is to make the library a fun and enriching destination for the whole family and to provide a wide variety of services to all our patrons.

#### 3. Operating Expenses

#### A. Travel Expenses

Funds Requested: \$1,350

The library leases a delivery van through the County Motor Pool. The operating and maintenance (O&M) cost of the lease is currently \$.366 per mile. Final depreciation costs were paid in August, 2017.

Over the past three years, the Outreach Coordinator has typically traveled 3,200-3,800 miles per year to deliver book collections and visit playgroups and other outreach opportunities. Planning for a little under 3,700 miles and the current O&M cost yields an estimate of \$1,350.

## **B.** Special Events and Professional Services

Funds Requested: \$1,850

We plan to continue our successful Family Literacy Nights in the Eureka Library and support special library programs in the Willow Creek Library and the Kim Yerton Memorial Library in Hoopa. This fund enables the library to hire professional storytellers and other performers to attract new patrons to the library and engage participants in interactive storytelling activities, supporting literacy development and developing a sense of community through the shared experience.

#### C. Promotion and Publicity

Funds Requested: \$125

This covers the cost of participating in Pastels on the Plaza in the fall of 2019.

#### D. Supplies for programs and spaces

Funds Requested: \$300

The library purchases craft supplies to support programs and drop-in activities for young children and their families in the Main Library and branches, including items such as crayons, markers, and other art supplies.

# F. Supplies for processing books

Funds Requested: \$400

The library uses book jackets, bar code labels, security tags, tape, and labels to process, track, and protect books purchased for both in-house program support and the LIL program. Book and CD kits also require plastic hanging bags to keep them together and accessible to patrons.

Total funds requested: \$67,500

WC-1177

# CERTIFICATE OF COVERAGE

06/24/2019

# CSAC Excess Insurance **Authority**

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 **NEWPORT BEACH, CA 92658-6450** 

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSÈ #0C36861

Member:

**HUMBOLDT COUNTY** ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172

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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDÉR

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AFFORDED BY: A - See attached schedule of insurers

COVERAGE

AFFORDED BY: B

COVERAGE

AFFORDED BY: C

COVERAGE AFFORDED BY: D

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
Α	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Statutory
					EMPLOYERS' LIABILITY: \$5,000,000

#### LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY C/O HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CSAC EXCESS INSURANCE AUTHORITY** 

Whihae Alex

GL1-2733

CO

# CERTIFICATE OF COVERAGE

06/26/2019

# **CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

HUMBOLDT COUNTY ATTN: RISK MANAGEMENT I

ATTN: RISK MANAGEMENT DIVISION

825 FIFTH STREET EUREKA, CA 95501-1172 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 BELOW. THIS CERTIFICATE OF COVERAGE 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 and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A - CSAC Excess Insurance Authority
COVERAGE AFFORDED	В
COVERAGE AFFORDED	С
COVERAGE AFFORDED	D

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	X Excess General Liability	EIA 19 EL-04	07/01/2019	07/01/2020	\$1,000,000  Limits inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY C/O HUMBOLDT COUNTY ATTN: RISK MANAGEMENT 825 FIFTH STREET EUREKA, CA 95501-1172 Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY