

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CAL POLY HUMBOLDT SPONSORED PROGRAMS FOUNDATION
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028**

This Agreement, entered into this 1st day of January, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Cal Poly Humboldt Sponsored Programs Foundation a California non-profit agency, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office - Economic Division, desires to retain a qualified professional to provide Workforce Innovation and Opportunity Act (WIOA) Title 1 Rapid Response and Layoff Aversion Services formula funds; and

WHEREAS, the COUNTY receives funding from the California State Employment Development Department (EDD) as provided by the Workforce Innovation and Opportunity Act (WIOA) through a subgrant agreement; and

WHEREAS, the EDD sub-grant permits the use of Title I WIOA formula funds for Rapid Response and Layoff Aversion Services activities; and

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

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

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

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

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the WIOA Rapid Response and Layoff Aversion Services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the Rapid Response and Layoff Aversion Services described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Executive Director to the Workforce Development Board, or a designee thereof, hereinafter referred to as "Director".

2. TERM:

This Agreement shall begin on January 1, 2024 and shall remain in full force and effect until December 31, 2027 unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement in 50% of the County's Title 1 Rapid Response and Layoff Aversion allocation. In no event shall the maximum amount paid under this Agreement exceed 50% of the County's Title 1 Rapid Response and Layoff Aversion allocation for fiscal year 2023-2024 through fiscal year 2027-2028. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

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

COUNTY: County Administrative Office - Economic Development
Attention: Scott Adair, HCWDB Executive Director
825 5th Street Suite 112
Eureka, CA 95501

6. NOTICES:

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

COUNTY: County Administrative Office - Economic Development
Attention: Scott Adair, HCWDB Executive Director
825 5th Street Suite 112
Eureka, CA 95501

CONTRACTOR: Cal Poly Humboldt Sponsored Programs Foundation
Attention: Kacie Flynn, Executive Director
1 Harpst St, SBS 439
Arcata, CA 95521

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

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

the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

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

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Employment Practices. In connection with the national dislocation worker grant activities performed pursuant to the terms and conditions of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years 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 or belief, military service, denial of family care leave or any other classifications protected by local, state, or federal ordinances, laws or regulations. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.

- D. Solicitation for Employment. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. All qualified applicants shall receive consideration for employment without regards to race, color, religion, sex, national origin, physical or mental disability, age, or status as a disabled veteran or veteran of the Vietnam era.
- E. Notification to Current and Prospective Employees. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973, and the Affirmative Action Clause required by Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state CONTRACTOR'S obligation under law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applications and employees.
- F. Compliance with Legal Standards Regarding Non-Discriminatory in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §793), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. §4212) and Federal Executive Order No. 11246, as amended, including by Executive Order 11375 - "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulation at 41 C.F.R. Part 60 - "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- G. Disadvantaged Business Enterprise. CONTRACTOR will use its best efforts to afford minority-owned, women-owned, and disabled veteran-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "disadvantage business enterprise" means a business at least fifty-one percent owned and controlled by minority group members, women, or disabled veterans. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. CONTRACTOR may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

H. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375 — "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 - "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", and the Rehabilitation Act of 1973, and the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

I. Sanctions for Non-Compliance. In the event of CONTRACTOR'S non-compliance with the requirements of the provisions set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or part and CONTRACTOR may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order 11246, as amended, and such Other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 - "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R Part 60 - "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

J. Incorporation of Provisions. CONTRACTOR shall include the foregoing. Provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 - "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 - "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793) or of the Vietnam Era Veterans* Readjustment Assistance Act of 1974 (38 U.S.C. § 4212), so that such provisions will be binding upon each subcontractor or vendor.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. DRUG-FREE WORKPLACE CERTIFICATION:

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

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful

manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless. Defense and Indemnification. CONTRACTOR shall defend, indemnify and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents.

COUNTY shall defend, indemnify and hold CONTRACTOR, CONTRACTOR'S, officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the performance of this Agreement by the parties pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance

policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

15. INSURANCE REQUIREMENTS:

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

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

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
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 regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and

volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

Eureka, California 95501

CONTRACTOR: Cal Poly Humboldt Sponsored Program Foundation
Attention: Kacie Flynn, Executive Director
1 Harpst St, SBS 439
Arcata, CA 95521

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Clear Air Act and Clean Water Act: Pursuant to the Clear Air Act and Clean Water Act if this contract is in excess of \$150,000 the contract must include Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act and Section 508 of the Clean Water Act [2 CFR 200 Appendix II (G)]

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall

be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

20. SEVERABILITY:

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

21. ASSIGNMENT:

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

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. WAIVER OF DEFAULT:

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

24. AMENDMENT:

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

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

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

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

Byrd-Anti-Lobbying Amendment: Pursuant to the Byrd-Anti-Lobbying Amendment, the subcontractor shall certify that no funds shall be used for lobbying if the contract in excess of \$100,000. (Byrd-Anti-Lobbying Amendment) [2 CFR 200.450 and 2 CFR 200 Appendix II (J)]

31. ATTORNEYS' FEES:

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

the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL OF PROVISIONS:

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

33. CONFLICTING TERMS OR CONDITIONS:

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

34. INTERPRETATION:

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

35. INDEPENDENT CONSTRUCTION:

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

36. FORCE MAJEURE:

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

37. ENTIRE AGREEMENT:

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

38. COUNTERPART EXECUTION:

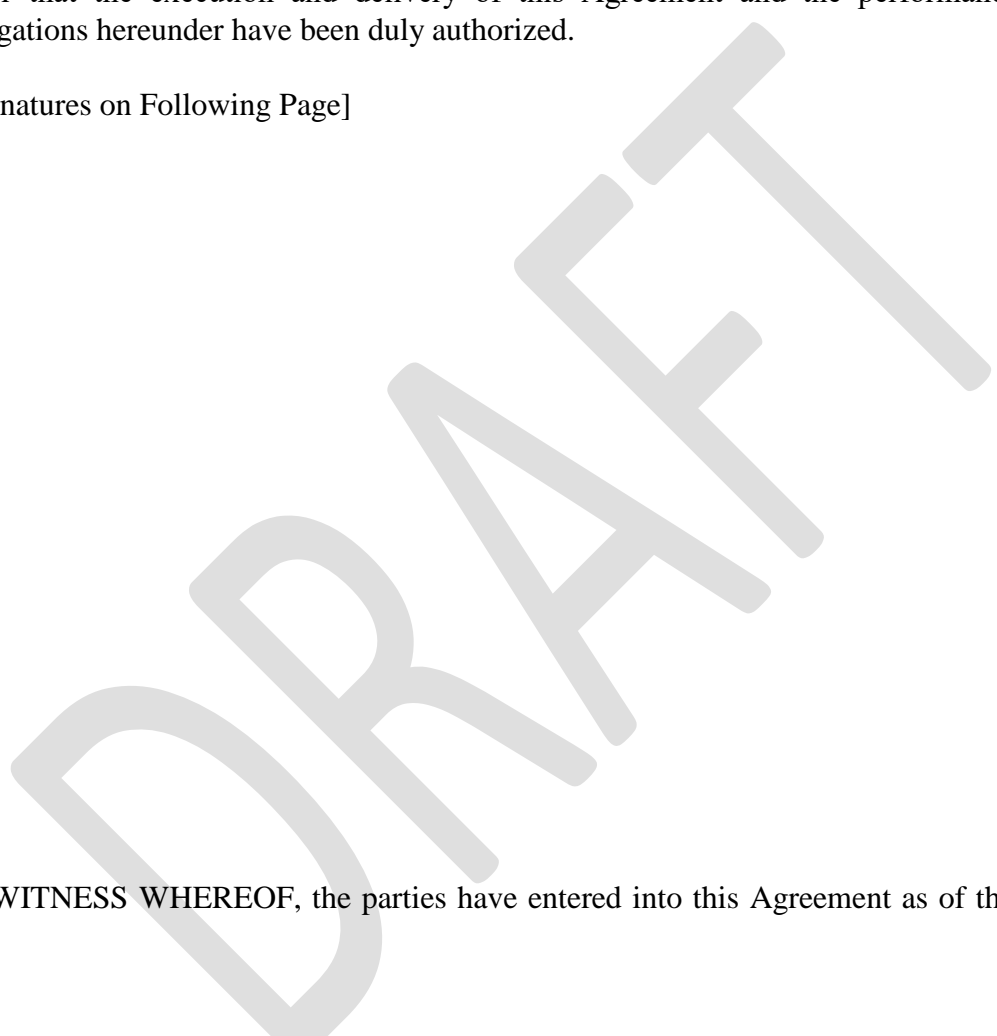
This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each

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

39. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]



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

CAL POLY HUMBOLDT SPONSORED PROGRAMS FOUNDATION:

By: _____ Date: _____
Kacie Flynn
Executive Director, Sponsored Programs Foundation

COUNTY OF HUMBOLDT:

By: _____

Elishia Hayes
County Administrative Officer, County of Humboldt

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Annual Allocation Form
- Exhibit D – Invoice Template

DRAFT

EXHIBIT A
SCOPE OF SERVICES

Cal Poly Humboldt Sponsored Programs Foundation
FY 2023/24-2027/28

The responsibilities of the Workforce Innovation and Opportunity Act (WIOA) Rapid Response and Layoff Aversion Career Services Provider include:

1. SERVICES:

The CONTRACTOR shall carry out the activities for Rapid Response and Layoff Aversion Services in Humboldt County in partnership with the COUNTY as follows:

1. CONTRACTOR agrees to work with the COUNTY to develop a “Business Services Plan” and implementation strategy for the following Rapid Response and Layoff Aversion activities and services, to the extent that one, some, or all are practicable, needed, and warranted by local circumstances:
 - a. Provide on-site and/or digital contact with the layoff affected employers, representatives of the affected workers, and the local community, which may include an assessment of the:
 - i. Layoff plans and schedule of the employer
 - ii. Potential for averting the layoff(s) in consultation with State or local economic development agencies, including private sector economic development entities
 - iii. Background and assistance needs of the affected workers
 - iv. Reemployment prospects for workers in the local community Available resources to meet the short and long-term assistance needs of the affected workers
 - b. Provide information and access to unemployment compensation benefits, comprehensive one-stop system services, and employment and training activities, including coordinating with EDD to provide information on the Trade Adjustment Assistance program and the NAFTA-TAA program.
2. CONTRACTOR agrees to work with the COUNTY to create a Rapid Response and Layoff Aversion team comprised of AJCC members and local workforce development partners. The Rapid Response and Layoff Aversion team will be involved in facilitating the Rapid Response and Layoff Aversion implementation strategy.
 - a. Assistance to this group may include:
 - i. The provision of training and technical assistance to members of the group.
 - ii. Funding the operating costs of the group to enable it to provide advice and assistance in carrying out rapid response and Layoff Aversion activities and in the design and delivery of WIOA-authorized services to affected workers.
 - iii. The provision of emergency assistance, as available, adapted to the particular closing, layoff or disaster.
 - b. The Rapid Response and Layoff Aversion Team will support the implementation strategy through:
 - a. Participation in Rapid Response events that provide rapid access to the broad range of allowable assistance.
 - b. The identification of strategies for the aversion of layoffs such as:

- i. Feasibility studies for avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation; and
 - ii. Incumbent worker training, including employer loan programs for employee skill upgrading; and
 - iii. Linkages with economic development activities at the Federal, State, and local levels, including Federal Department of Commerce programs and available State and local economic development and One-Stop business retention and recruitment activities and services.
 - c. The development and maintenance of mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of rapid response strategies.
 - d. The development of an annually updated reemployment plan that ties into an economic development plan for the county, to include specific job training, employment and economic development projects among the goals and objectives.
 - e. The local One-Stop's capacity to implement effective job training and employment programs as specific employment opportunities arise.
 - f. The local area's support and meaningful progress toward the coordination, consolidation and non-duplication of the local employment/reemployment system.
3. Participate in capacity building activities with other WIOA providers in the region, including providing information about innovative and successful strategies for providing Rapid Response activities and serving dislocated workers.

3. DELIVERABLES:

- A. Meet WIOA required and negotiated performance measurements and outcomes.

4. CRITERIA:

- A. Comply with all sections of WIOA legislation, including the implementation of Training and Employment Guidance Letters (TEGL) from the United States Department of Labor (DOL), Workforce Services Directives (WSD) from the California Employment Development Department (EDD), and Local Policies from the Humboldt County Workforce Development Board (HCWDB), as well as all policies, procedures, and communications from the COUNTY that guide the operation of local WIOA programs.

5. REPORTING REQUIREMENTS:

- A. The CONTRACTOR shall comply with all state, federal and local reporting requirements as required under WIOA.
- B. Participate in annual program and fiscal monitoring and compliance reviews.
- C. Report to the COUNTY monthly on Rapid Response and Layoff Aversion activities:
 - a. For each on-site or digital visit performed for closures or lay-offs, a Rapid Response 121 form will be completed and e-mailed to Humboldt Workforce Development Board Administration within five working days after the end of each quarter.
 - b. For each layoff aversion service, a Layoff Aversion 122 form will be completed and e-mailed to Humboldt County Workforce Development Board Administration within five working days after the end of each quarter.

D. Report to the Humboldt County Workforce Development Board quarterly full board meetings on Rapid Response and Layoff Aversion activities.

6. PLACE OF PERFORMANCE:

- A. The Job Market located at 509 K St Eureka, California
- B. Other locations as required.

7. COUNTY RESPONSIBILITIES:

The COUNTY shall carry out the following activities:

- A. Act as fiscal agent for all WIOA programs, funds, and grants.
- B. Provide CONTRACTOR updated Performance Goals from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
- C. Provide CONTRACTOR with technical assistance.
- D. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
- E. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and the number of participants to be served by CONTRACTOR. '
- F. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements a minimum of annually.
- G. Provide technical assistance and training to CONTRACTOR on eligibility, enrollment, case management and use of CalJOBS.
- H. Assist in making revisions in CalJOBS and communicating with the state when needed.

**EXHIBIT B
SCHEDULE OF RATES**

Cal Poly Humboldt Sponsored Programs Foundation
FY 2023/24-2027/28

Workforce Innovation and Opportunity Act (WIOA) Rapid Response Services

1. RATE OF COMPENSATION:

Throughout the term of this Agreement COUNTY shall prepare and update an Allocation Form (Exhibit C) setting forth the funds allocated for this project, per program year. CONTRACTOR agrees to perform all Rapid Response services required by this Agreement for an amount not to exceed such maximum dollar amount outlined in the Annual Allocation form, per program year.

2. EXPENSES:

WIOA expenses as allowed by Federal Uniform Code 2 CFR Part 200, Workforce Services Directives, and Local Policies.

3. INVOICES:

CONTRACTOR will submit an itemized invoice to COUNTY using the invoice form as found in Exhibit D. CONTRACTOR will submit invoices to COUNTY each month during the term of this Agreement. Invoices for the prior months' services are due by the 25th of the following month for each month in which Rapid Response Services activities are performed. Should the 25th of the month fall on a Saturday, the invoice is due on the 24th. The COUNTY will allow CONTRACTOR, to invoice approved expenses upon execution of this Agreement incurred starting Jan. 1, 2024.

4. PAYMENT:

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

EXHIBIT C
RAPID RESPONSE AND LAYOFF AVERSION ALLOCATION
Cal Poly Humboldt Sponsored Programs Foundation
FY 2023/24-2027/28

Workforce Innovation and Opportunity Act Rapid Response and Layoff Aversion Services

Funding allocations are distributed from the Employment Development Department (EDD) to the County in two rounds, per program year. Allocations will be made to Cal Poly Humboldt Sponsored Programs Foundation as they become available to the County.

Rapid Response and Layoff Aversion funding is a one-year grant cycle, on a July-June fiscal year.

Program Year: 2023
Sub-Grant Agreement Number: AA411007

Rapid Response Funding Round #1:
Total allocation \$22,476.00
50% of allocation: \$11,238.00
Remainder of FY allocation: \$5619.00*

Layoff Aversion Funding Round #1:
Total allocation \$ 4,031.00
50% of allocation: \$2016.00
Remainder of FY allocation: \$1008.00*

Rapid Response Funding Round #2:
Total allocation \$ 81,744.00
50% of allocation: \$ 40,872.00
Remainder of FY allocation: \$20,436.00

Layoff Aversion Funding Round #2:
Total allocation \$14,662.00
50% of allocation: \$7331.00
Remainder of FY allocation: \$3666.00

Total of all funding contracted to CPHSPF, inclusive of all prior allocations attributed to the agreement:
\$ 20,729.00 .

100 % of the total costs of the WIOA RAPID RESPONSE AND LAYOFF AVERSION program will be financed with \$ 20,729.00 of Federal money. 0 % and \$ 0.00 of the total costs of the project or program will be financed by nongovernmental sources.

***PY2023 funding is adjusted by 50% due to contract start date of Jan.1, 2024, effectively halfway through the fiscal year. PY2024 will increase to full 50% of allocation.**

EXHIBIT D
INVOICE TEMPLATE
Cal Poly Humboldt Sponsored Programs Foundation
FY 2023/24-2027/28

DRAFT

HUMBOLDT
STATE UNIVERSITY
 SPONSORED PROGRAMS FOUNDATION

Invoice No.
 Invoice Date
 Account No.
 Payment Terms
 Reference
Due Date
Total Amount Due

Bill To Humboldt County
 Economic Development Division
 825 5th St. Suite 112
 Eureka, CA 95501

Questions regarding this invoice can be directed to Billing Department at 707/826-4035

Line No.	Description	Identifier	Amount
1	Personnel (Career Services)	Rapid Response	\$
		Layoff Aversion	\$
		Total:	\$
2	Operating Expenses (Indirect, equipment, etc)	Rapid Response	\$
		Layoff Aversion	\$
		Total:	\$

----- Please return this portion of invoice with payment -----

Total Amount Due:
 Please include the following on the payment:
 Account No.
 Invoice No.

Payable to:
 Sponsored Programs Foundation
 Cashier's - Student Financial Services
 1 Harpst St SBS #285
 Arcata, CA 95521-8299