

**AGREEMENT BETWEEN  
COUNTY OF HUMBOLDT  
AND  
FORTUNA UNION HIGH SCHOOL DISTRICT  
FOR  
Youth Services in the Eel River Valley region 2008-2011**

THIS AGREEMENT is made this 1<sup>st</sup> day of July, 2008 by and between the County of Humboldt (herein called the "COUNTY") and Fortuna Union High School District (herein called the "CONTRACTOR"), (together referred to as "the parties").

WHEREAS, the COUNTY receives an annual allocation from the California State Employment Development Department as provided by the Workforce Investment Act (WIA), Public Law 105-220 for WIA Title 1 Youth Formula funds; and

WHEREAS, the California State Employment Development Department makes available WIA Title 1 Youth Formula funding through a sub-grant agreement with the COUNTY; and

WHEREAS, the Economic Development Division (EC-DEV) of the Community Development Services Department of the COUNTY is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the COUNTY completed the procurement process in compliance with County policy and federal procurement rules in April 2008; and,

WHEREAS, the Workforce Investment Act requires that a community board, called the Humboldt County Workforce Investment Board (HC-WIB), oversee the use of these funds on behalf of the Humboldt County Board of Supervisors (HC-BOS), which has delegated signature authority for WIB-related contracts to the Community Development Services Director;

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

I. PURPOSE

This contract provides for the provision of youth program coordination and services to youth as prescribed by the Workforces Investment Act (WIA) of 1998 for the Eel River Valley region of Humboldt County.

II. SCOPE of SERVICES

A. Activities:

1. Demonstrate effective use of WIA resources along with non-WIA resources for the delivery of a comprehensive program for youth in the Eel River Valley region (including but not limited to the communities of Hydesville, Fortuna, Rio Dell, Ferndale, Loleta).
2. Provide required WIA core services, intensive and follow-up activities to eligible in-school and out-of-school youth as described in the Workforce Investment Act of 1998.
3. Comply with all sections of the Workforce Investment Act of 1998, directives released by the California State Employment Development Department, and policies/procedures released by the County that guide the operation of local WIA programs..
4. Maintain necessary program and fiscal records.
5. Coordinate with COUNTY staff, the HC-WIB Youth Council and other WIA youth contractors.

B. Common Measures

1. Meet or exceed all Common Measures as required by the Workforce Investment Act of 1998 and the State of California Employment Development Department (EDD/WID) and specified for the Humboldt County Local Workforce Investment Area annually.
  - a. CONTRACTOR performance in meeting/exceeding Common Measures will be evaluated by HC-WIB annually and will be a basis for contract continuation or cancellation.
2. Provide services to a minimum of 50 new and 28 continuing youth participants over the period of this contract.

C. Self-Evaluation:

Perform annual self-evaluation, as directed by HC-WIB Youth Council guidelines.

III. TERM

The term of this agreement shall begin on the date listed above and remain in full force and effect from July 1, 2008 through June 30, 2011, unless sooner terminated according to the provisions of this agreement.

IV. BUDGET and PAYMENT

- A. CONTRACTOR budget was determined for the first year during the procurement process. See Appendix A. Annual budgets there after will be consistent with the first year budget, subject to review by the HC-WIB, and based on funding availability from the State.
- B. Funds for reimbursement will be limited to \$77,350.00 for the 2008-09 program year, and \$209,619 for the term of this contract. The detailed annual program budget is attached in Appendix A.
- C. CONTRACTOR will invoice COUNTY at least monthly by the 10th day of the month for the costs associated with services provided during the prior month.
- D. COUNTY will reimburse CONTRACTOR for personnel, non-personnel and youth services costs, as appropriate and in accordance with WIA.
  1. CONTRACTOR shall use cost reimbursement forms and supporting materials as required by HC-WIB staff.
  2. All reports will be signed by an authorized agency representative to verify appropriate use of funds and accuracy of reports.
- E. During the program year, a ten percent (10%) deviation from any line item in the budget is allowed, not to exceed the total annual budget in Appendix A. If an anticipated deviation is greater than ten percent (10%), CONTRACTOR must submit a budget revision request to COUNTY in writing, detailing all anticipated budget changes.
- F. CONTRACTOR shall provide a final summary of all service-related costs within 45 days following the end of each program year, and the contract period, using forms required by HC-WIB staff. The authorized agency representative must sign these reports.

V. MATCH

- A. Per the grant application and letters of support supplied by the CONTRACTOR, the CONTRACTOR shall provide a minimum of \$77,350 cash match towards the cost of providing services to youth living in the Eel River Valley region during the 2008-09 Program Year, and a similar amount of not less than equal to the WIA funds supplied in all subsequent program years throughout the term of this subcontract.
- B. Documentation of Match
  - 1. CONTRACTOR shall begin accounting for cash match from the subcontract start date of July 1, 2008.
  - 2. CONTRACTOR shall supply documentation of cash match on at least a quarterly basis on a reporting form supplied by the COUNTY. Report shall include a signature of designated CONTRACTOR staff, and be delivered to HC-WIB staff.

VI. EMPLOYMENT TRAINING DIVISION ROLES AND RESPONSIBILITIES

- A. Determine eligibility of participants based on WIA guidelines.
- B. Coordinate with regions, where needed, to ensure youth are being served.
- C. Provide technical assistance and training to contractors, as appropriate.
- D. Assist contractors with follow-up activities with youth, as needed.
- E. Participate in monitoring activities, as requested.

VII. ECONOMIC DEVELOPMENT DIVISION ROLES AND RESPONSIBILITIES

- A. Act as fiscal agent for all WIA programs, funds and grants.
- B. Serve as HC-WIB staff.
- C. Comply with state and federal reporting requirements.
- D. Provide technical assistance and staff training to contractors, as appropriate.
- E. Conduct annual fiscal and program monitoring activities.

VIII. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

COUNTY: Jacqueline Debets  
HC-WIB Executive Director  
Economic Development Coordinator  
Economic Development Division, Community Development Services Department  
County of Humboldt  
520 E Street  
Eureka, CA 95501

CONTRACTOR: Dave Moss  
Superintendent  
Fortuna Union High School District  
379 12<sup>th</sup> Street  
Fortuna, CA 95540

IX. CONTRACT CONDITIONED ON APPROVAL OF EDD AND FUNDS AVAILABILITY

- A. The terms of this contract are subject to the approval by the State of California.
- B. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the agreement were executed after the determination was made.
- C. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the State of California EDD for the purposes of this program. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature or any statute enacted by Congress or State Legislature, which may affect the provisions, terms of funding of this agreement in any manner.
- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reductions in funds.
- E. The COUNTY has the option to terminate this agreement under the thirty (30) day cancellation clause listed below, or to amend the agreement to reflect any reduction of funds.
- F. For the purposes of performing the work, COUNTY agrees to reimburse CONTRACTOR no more than the maximum amount listed in Section IV, part B for the term of this contract. In no instance shall the COUNTY be liable for any costs for the work in excess of this amount, nor for any unauthorized or ineligible costs. Specifics of the operating budget shall be subject to approval by the COUNTY prior to the payment of any funds. In the event unauthorized or ineligible costs are incurred by the Contractor, the County may recapture all of the unauthorized or ineligible expenditures based on an audit finding and/or an audit finding that is appealed and upheld.

X. SPECIAL CONDITIONS

A. Nuclear Free Humboldt County Ordinance Compliance

CONTRACTOR does not knowingly or intentionally engage in the research, development, production, or testing of nuclear warheads, nuclear weapon systems or nuclear weapons components as defined by the Nuclear Free Humboldt COUNTY Ordinance.

CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

B. Certification regarding Drug-Free Workplace

As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, CONTRACTOR certifies that it will or will continue to provide a drug-free workplace.

C. Clean Air Act and Clean Water Act

CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.

XI GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Federal Debarment

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

C. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as CONTRACTOR is an independent CONTRACTOR.

D. Hold Harmless

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY hereto and its Board, officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney’s fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR operations regardless if any insurance is applicable or not.

E. Workers’ Compensation

CONTRACTOR shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

Workers’ Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If CONTRACTOR has no employees, CONTRACTOR may sign and file the following certification in lieu of insurance:

*“I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract.”*

F. Insurance & Bonding

1. CONTRACTOR shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.
2. CONTRACTOR shall comply with the bonding and insurance requirements of Attachment A of OMB Circular A-110, Bonding and Insurance.

3. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt COUNTY Board of Supervisors.
4. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of 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 Contractor, its agents, employees or subcontractors:
  - a. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. 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:
    - (1) The County, its officers, employees and agents, 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 the County, its officers, agents, and employees.
    - (2) 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 County by certified mail.
    - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
    - (4) For claims related to this project, the CONTRACTOR's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.
    - (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.
  - b. 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 not less than \$1,000,000 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 COUNTY by certified mail.
5. CONTRACTOR and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the agreement, in accordance with the Workers' Compensation and Insurance Act, at Division IV of the Labor Code of the State of California and Acts amendatory

thereof. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,00 per accident for bodily injury and disease.

6. CONTRACTOR will ensure any subcontractor licensed by the State of California will take out and maintain professional liability insurance in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claims made basis, CONTRACTOR agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
7. In the event that the CONTRACTOR employs other sub-contractors as part of the work covered by this agreement, it shall be the CONTRACTOR's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
8. CONTRACTOR shall maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State, which is reasonable to compensate any person, firm or corporation who may be injured or damaged by the contractor or any subcontractor in performing the grant activity or any part of it.
9. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by the COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance.

G. Grantor Recognition

CONTRACTOR shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, CONTRACTOR will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The COUNTY or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR

I. Termination for Cause or Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination, as specified in 29 CFR 97.36(i)(2).

The COUNTY may also suspend or terminate this Agreement, in whole or in part, if CONTRACTOR materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the COUNTY may declare CONTRACTOR ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe CONTRACTOR is in noncompliance with any applicable rules or regulations, the COUNTY may withhold up to fifteen (15) percent of said contract funds until such time as CONTRACTOR is found to be in compliance by the COUNTY, or is otherwise adjudicated to be in compliance.

## XII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Procurement

CONTRACTOR shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

#### 2. Accounting Standards

CONTRACTOR agrees to comply with Attachment A of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### B. Documentation and Record-Keeping

#### 1. Retention

CONTRACTOR shall retain all records pertinent to expenditure incurred under this contract for a period of three (3) years after final payments and all other pending matters are closed, as specified in 29 CFR 97.36(i)(11).

#### 2. Close-Outs

CONTRACTOR obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records.

#### 3. Audits & Inspections

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR

Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning CONTRACTOR audits and, as applicable, OMB Circular A-133.

### XIII PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

##### 2. Nondiscrimination

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, physical handicap (including HIV and AIDS), mental disability, medical condition, age, marital/familial status, or status with regard to public assistance. CONTRACTOR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

##### 3. Section 504

CONTRACTOR agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The COUNTY shall provide CONTRACTOR with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

#### B. Affirmative Action

##### 1. Approved Plan

CONTRACTOR agrees that it shall be committed to carry out pursuant to the COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

##### 2. Access to Records

CONTRACTOR shall furnish and cause each of its own CONTRACTOR or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, EDD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

##### 3. Notifications

CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of CONTRACTOR commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

CONTRACTOR will, 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.

5. Subcontract Provisions

CONTRACTOR will include the provisions of Paragraphs XII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own CONTRACTOR or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

CONTRACTOR shall not assign or transfer any interest in this contract without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontractors

a. Approvals

CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

CONTRACTOR will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

CONTRACTOR shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

CONTRACTOR shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

CONTRACTOR agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Lobbying

CONTRACTOR hereby certifies that no funds shall be used for lobbying and agrees to comply with the Byrd-Anti Lobbying Amendment, as required by 20 CFR 667.200(a) and 29 CFR 93.110.

5. Copyrights, Patents

If a book or other copyrightable material is produced by CONTRACTOR, or any employee thereof, as a result of, or in connection with, the program funded by this agreement, CONTRACTOR shall not copyright it, unless COUNTY gives CONTRACTOR prior written approval to copyright such material. Any such copyright shall be in COUNTY's name. Any copyright of material covered by this paragraph with CONTRACTOR, or any employee thereof, copyrights in a name other than the COUNTY's name shall be deemed to have been copyrighted on behalf of, and in trust for, COUNTY, and COUNTY shall be deemed to be, and shall be, the owner of such copyright, and the person or entity in whose name such material was copyrighted shall execute such assignment and other evidence of title evidencing COUNTY's right to such copyright as COUNTY may require. Any discovery or invention arising out of or developed in the course of work aided by this agreement shall promptly and fully be reported to COUNTY for determination as to whether patent protection on such invention or discovery shall be sought, and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

6. Religious Organization

CONTRACTOR agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations.

7. Energy Efficiency

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

XIV WAIVERS

- A. No waiver of any breach of this contract shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this agreement or to require at any time performance by CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this agreement or the right of the COUNTY to enforce these provisions.
- B. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

XV LITIGATION

- A. If any provision of this agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY and/or State, shall not affect any other provisions of this agreement and the remainder of this agreement shall remain in full force and effect. Therefore, the provisions of this agreement are, and shall be, deemed severable.
- B. CONTRACTOR shall notify COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the COUNTY and/or State, and shall take such action with respect to the claim or action as is consistent with the terms of this agreement and the interests of the COUNTY and the State.

XVI SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**Approved for County by:**

\_\_\_\_\_  
Kirk Girard, Director  
Community Development Services

\_\_\_\_\_  
Date

**Approved for Fortuna Union High School District**

\_\_\_\_\_  
Dave Moss, Superintendent  
Fortuna Union High School District

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Carolyn Ruth  
County Counsel

\_\_\_\_\_  
Date

**Approved as to insurance provisions & certificates filed:**

\_\_\_\_\_  
JoAnn Gath  
Risk Management

\_\_\_\_\_  
Date

APPENDIX A

**Detailed Program Budget for  
FORTUNA UNION HIGH SCHOOL DISTRICT  
July 1, 2008 through June 30, 2009**

Line Item	In-School Youth Costs	Out-of-School Youth Costs	Total
<b>1. Personnel Costs</b>	60%	40%	
a. salary costs	\$71,862	\$47,908	\$119,770
b. benefits	41,288	27,526	68,814
c. contractual staff (Americorps)	7,560	5,040	12,600
<b>2. Non-Personnel Costs</b>			
a. travel	3,513	2,342	5,855
b. equipment and supplies	648	432	1,080
c. training	0	0	0
d. indirect	900	600	1,500
<b>3. Youth Services</b>			
a. tuition, books, supplies	0	0	0
b. work experience wages	0	0	0
c. support services (transportation, childcare, etc.)	0	0	0
<b>TOTAL</b>	<b>\$125,771</b>	<b>\$83,848</b>	<b>\$209,619</b>