

**GRANT AGREEMENT
BY AND BETWEEN
THE HUMBOLDT COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 HUMBOLDT)
AND COUNTY OF HUMBOLDT
FOR THE
FIRST 5 HUMBOLDT LIBRARY PARTNERSHIP**

This Agreement, effective this 1st day of July 2025, by and between the Humboldt County Children and Families Commission (aka First 5 Humboldt), a political subdivision of the State of California, hereinafter referred to as “First 5 Humboldt,” and the County of Humboldt, a governmental entity hereinafter referred to as “GRANTEE,” is made upon the following considerations:

WHEREAS, First 5 Humboldt has adopted a strategic focus area to support the health and well-being of young children and their families through the promotion of prevention and early intervention activities, and

WHEREAS, First 5 Humboldt 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, First 5 Humboldt has approved grant funding to GRANTEE’s First 5 Humboldt Library Partnership program for Fiscal Year 2025-26; and

WHEREAS, First 5 Humboldt and GRANTEE hereto desire to enter into this Grant Agreement in order for FIRST 5 to disburse grant funds to GRANTEE,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

GRANTEE agrees to utilize these grant funds to implement the First 5 Humboldt-Library Partnership, which supports the Humboldt County Library’s services to young children and families throughout Humboldt County, with a focus on serving families in poverty, isolated rural communities, Latino, and Native American populations. The objectives, activities, and timeline for this Grant are described in Exhibit A – Scope of Work which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services, GRANTEE agrees to fully cooperate with the First 5 Humboldt Executive Director or a designee thereof, hereinafter referred to as “First 5 Humboldt ED.”

2. TERM:

This Agreement shall begin on July 1, 2025, and shall remain in full force and effect until June 30 2026, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. First 5 Humboldt may, in its sole discretion, immediately terminate this Agreement, if GRANTEE 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. First 5 Humboldt 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. First 5 Humboldt'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, First 5 Humboldt shall, at its sole discretion, determine whether this Agreement shall be terminated. First 5 Humboldt shall provide GRANTEE 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, 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 owed to First 5 Humboldt due to a breach of this Agreement by GRANTEE.

4. GRANT FUNDS:

- A. Grant Amount. FIRST 5 agrees to pay GRANTEE a sum not to exceed fifty thousand dollars (\$50,000) towards GRANTEE'S costs in carrying out the First 5 Humboldt-Library Partnership. Costs for labor and materials 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 First 5 Humboldt ED.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Budget, 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 GRANTEE, or compensated by First 5 Humboldt, without written authorization by First 5 Humboldt. Any and all unauthorized costs and expenses incurred above the maximum payable amount of fifty thousand dollars (\$50,000) shall be the responsibility of GRANTEE. GRANTEE shall notify First 5 Humboldt, in writing, at least six (6) weeks prior to the date upon which GRANTEE estimates that the maximum payable amount will be reached.

5. 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.

6. COMPLIANCE WITH FIRST 5 REQUIREMENTS:

- A. GRANTEE shall comply with all rules, regulations, requirements, and directives of First 5 Humboldt as set forth in First 5 Humboldt's Strategic Plan, Evaluation Policy for Continuation of Existing Programs (Exhibit D), Social Media Policy (Exhibit E), Healthy Beverage Policy (Exhibit F), and other First 5 Humboldt policies, all of which are posted on the First 5 Humboldt website at www.first5humboldt.org.
- 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.

7. PAYMENT:

- A. Invoicing: GRANTEE shall submit an invoice to First 5 Humboldt no less frequently than quarterly, which itemizes 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 First 5 Humboldt ED.
- B. Final Invoice: GRANTEE 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 GRANTEE shall be sent to First 5 Humboldt at the following address:

First 5 Humboldt
 Mary Ann Hansen, Executive Director
 325 2nd St. Suite 201
 Eureka Ca 95501

8. 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.

First 5 Humboldt: First 5 Humboldt
 Mary Ann Hansen, Executive Director
 325 2nd St. Suite 201
 Eureka Ca 95501

GRANTEE: Chris Cooper, Director of Library Services
 Humboldt County Library
 County of Humboldt
 1313 Third Street
 Eureka, CA 95501

9. REPORTS:

GRANTEE shall submit an Interim Progress Report, describing the work accomplished in the first six-month period of this Agreement, to First 5 Humboldt no later than the 30th day of the month following that 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 Humboldt no later than the 30th day of the month following the Agreement's termination date. First 5 Humboldt 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).

GRANTEE agrees to provide First 5 Humboldt with all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. GRANTEE 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.

10. 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 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 GRANTEE, and its subGRANTEES, 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. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by First 5 Humboldt and any other 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 Humboldt 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 GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by First 5 Humboldt.

11. MONITORING:

GRANTEE agrees that First 5 Humboldt has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, policies, procedures and overall business operations, at any time, 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 Humboldt. However, First 5 Humboldt is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of GRANTEE's performance hereunder.

12. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, 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, 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.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its sub-GRANTEES, 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. GRANTEE further assures that it, and its sub-GRANTEES, 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.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GRANTEE certifies that it is not a Nuclear Weapons GRANTEE, in that GRANTEE 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. GRANTEE agrees to notify First 5 Humboldt immediately if it becomes a Nuclear Weapons GRANTEE as defined above. First 5 Humboldt may immediately terminate this Agreement if it determines that the foregoing certification is false or if GRANTEE subsequently becomes a Nuclear Weapons GRANTEE.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, GRANTEE 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. GRANTEE'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 GRANTEE's Drug-Free Policy Statement; and
 - 2. Agree to abide by GRANTEE'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.

16. INDEMNIFICATION:

- A. Mutual Indemnity:. Each party hereto shall hold harmless, defend and indemnify the other party, and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein; except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

- 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 the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

17. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth hereunder, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, and worker's compensation policies.
- B. Shared Insurance Policies. First 5 Humboldt operates in a close relationship with the County of Humboldt through a Memorandum of Understanding whereby both parties share the cost of, and are covered under, the same Worker's Compensation and General Liability insurance policies, such that exchanging Certificates of Insurance or naming each other as additionally insured is a redundant exercise.

18. 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 GRANTEE shall not be entitled to any benefits to which First 5 Humboldt employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and sub-GRANTEES.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. GRANTEE 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. GRANTEE 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. GRANTEE 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. GRANTEE 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, First 5 Humboldt's Conflict of Interest Code, all as may be amended from time to time.

20. 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.

21. 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.

22. 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.

23. 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 GRANTEE 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.

24. 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.

25. 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 First 5 Humboldt constitute a waiver of any breach of this Agreement which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to First 5 Humboldt with respect to the breach or default. First 5 Humboldt shall have the right to demand repayment of, and GRANTEE shall promptly refund, any funds disbursed to GRANTEE which First 5 Humboldt determines were not expended in accordance with the terms of this Agreement.

26. 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.

27. NON-LIABILITY OF FIRST 5 HUMBOLDT OFFICIALS AND EMPLOYEES:

No official or employee of First 5 Humboldt shall be personally liable for any default or liability under this Agreement.

28. 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.

29. 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 GRANTEE shall become the property of First 5 Humboldt. However, GRANTEE may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, GRANTEE shall promptly turn over all such documents, information and reports to First 5 Humboldt without exception or reservation.

30. 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.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from First 5 Humboldt prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. GRANTEE shall inform First 5 Humboldt of all requests for interviews by the media related to this Agreement before such interviews take place; and First 5 Humboldt shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to First 5 Humboldt ED in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

GRANTEE shall obtain prior written approval from First 5 Humboldt 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. GRANTEE 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 First 5 Humboldt or not.

33. 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 First 5 Humboldt 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.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.D – 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

For County of Humboldt

By: _____

Date: _____

Name: _____

Title: Chair, Humboldt County Board of Supervisors

For First 5 Humboldt :

By: _____

Date: _____

Mary Ann Hansen
Executive Director, First 5 Humboldt

AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management
County of Humboldt

LIST OF EXHIBITS:

Exhibit A – Scope of Work

Exhibit B – Budget