

**COUNTY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this day **March 24, 2009** by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **NIA Creative**, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: marketing consulting services and development of marketing collateral ; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$29,600** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **March 24, 2009**, and shall terminate on **September 30, 2009**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

#### **6.1 GENERAL LIABILITY**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

#### **6.2 AUTO LIABILITY**

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☒ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

#### **6.3 WORKERS' COMPENSATION**

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

#### **6.4 PROFESSIONAL LIABILITY INSURANCE**

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☒ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

#### **7. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

#### **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

#### **9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

#### **10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

**12. TITLE:**

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**15. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**16. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**17. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**18. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

**19. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

**20. NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below.  
All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Jennifer Finetti, Managing Director  
Dept./Location: NIA Creative Marketing Communications  
5165 Johnson Dr., Suite 100, Pleasanton, CA 94588  
Telephone No.: 925-224-9900 x111 jen@niacreative.com

Notices shall be given to Contractor at the following address:

Contractor: Cynthia Gunselman, Administrative Services Associate  
Health & Human Services  
Address: Employment & Training Branch  
120 N. Redwood Drive  
San Rafael, CA 94903  
Telephone No.: 415-473-3322 cgunselman@co.marin.ca.us

**20. ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/> Check applicable Exhibits	CONTRACTOR'S INITIALS
EXHIBIT A.	X Scope of Services	97
EXHIBIT B.	X Fees and Payment	97
EXHIBIT C.	x Insurance Reduction/Waiver	97
OTHER REQUIRED EXHIBITS (HHS USE ONLY)	x Exhibit F, WIA Assurances	97

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY  
COUNTY OF MARIN:

By: \_\_\_\_\_  
Board President

CONTRACTOR:

By:   
Name: Jennifer Finetti  
Telephone No.: 925-224-9900x111

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)  
REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: \_\_\_\_\_

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES (required)**

**WIB Marketing Services**  
**NIA Creative - Statement of Work**  
**\$29,600 Contract**

Item	Timeline	Associated Cost
<b>PLANNING</b>		
<b>Marketing Materials Review/ Marketing Consultation Services:</b> <ul style="list-style-type: none"> <li>Review existing WIB and MEC marketing materials as well as materials and websites of neighboring WIB's and one-stops as part of process to develop marketing strategy recommendation.</li> <li>Hold meetings as well as correspond as needed via telephone and email to ensure understanding of challenges, populations being served, services and resources available, etc before developing recommendation.</li> </ul>	Weeks 1 to 3	\$1000
<b>Marketing Strategy Recommendations:</b> <ul style="list-style-type: none"> <li>Develop and present marketing strategy recommendations OR options for consideration, focusing primarily on a re-designed website as well as outreach materials targeting employers.</li> <li>Additional recommendations that fall outside the available budget may be presented as well, with the understanding that these tactics would need to be pursued as funds become available.</li> </ul>	Weeks 3 to 4	\$1000
<b>PRODUCTION</b>		
<b>Photography:</b> <ul style="list-style-type: none"> <li>NIA will shoot still photos at MCWIB so that we have images to use on the website as well as in collateral materials.</li> <li>This will be a 1-day photo shoot, scheduled in advance, to enable MCWIB the time to ask clients and staff to be available for "success story photos". In addition to the success story shots, we will also shoot casual photos of clients and staff in the career resource center, in the lobby, attending workshops etc.</li> <li>MCWIB will need to get signed releases from all staff and clients who appear in the photos.</li> <li>NIA will supply a professional backdrop that we can use for the success story portrait session, and we will utilize a 10-megapixel camera and our portable light kit.</li> <li>NIA will show the best photos to MCWIB and select some to include in the website and/or in marketing materials.</li> <li>NIA will also supply MCWIB with a DVD containing ALL raw photos taken during the shoot.</li> </ul>	Weeks 3 to 4	\$3500
<b>Concept and design new website for MEC that also incorporates WIB information as part of the website. This process will involve the following:</b>	Weeks 4 to 12	\$8500

<ul style="list-style-type: none"> <li>o Development of a flow chart illustrating the site architecture/ content hierarchy</li> <li>o Development of 3 concepts for the homepage; MCWIB to select the one concept that is most preferred and NIA will then complete up to 2 rounds of refinements to result in a final homepage design</li> <li>o Development of a subpage template design based on the final homepage</li> <li>o MCWIB to supply written content for each page of the website, with each page written and submitted in an MS Word document. NIA will review and lightly edit the client-supplied content.</li> </ul>		
<b>NIA will program the new website and populate the content:</b> <ul style="list-style-type: none"> <li>o NIA will utilize standard HTML to program the site, enabling MCWIB to continue to use FrontPage or a similar application to update and maintain the site's content.</li> <li>o Upon final approval of written content, NIA will layout the pages of the site.</li> <li>o NIA will test/troubleshoot/debug as needed and submit the site for approval before posting live.</li> </ul>	Weeks 10 to 16	\$9550
<b>Materials development*:</b> <ul style="list-style-type: none"> <li>o NIA will concept and design a trifold brochure targeting employers. The brochure will be 8.5 x 11" trifold to 8.5 x 3.67". NIA will write the copy for the brochure, based on a review of info/materials supplied by MCWIB describing employer services.</li> </ul>	Weeks 4 to 12	\$3950
<b>Materials printed*:</b> <ul style="list-style-type: none"> <li>o NIA will professionally print the trifold brochure, producing a quantity of 1000. The brochure will be printed 4-color process</li> </ul>	Weeks 12 to 14	\$2100
		<b>\$29,600</b>

**\* ALTERNATE OPTION:**

- o Should MCWIB prefer NIA to produce templates that can be used to develop materials in-house rather than have a professionally designed and printed trifold brochure, we can substitute the creation of the following Microsoft Publisher Templates **INSTEAD** of the trifold brochure design/printing quoted above:
  - o PowerPoint Template
  - o Trifold Brochure Template
  - o 2-sided Product/Service Sheet Template

**NOTE: The following are not included in this budget:**

- o Website hosting - MCWIB to provide and contract with its own ISP and provide NIA with FTP access so that we can develop and post the site.
- o Video production services - should MCWIB be interested in having NIA shoot and/or edit video, these services will need to be quoted separately.
- o Language translation - all projects are quoted with the assumption that they will be created/produced in English only.

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: NIA Creative

CONTRACT TITLE: Marketing Consulting Services and Marketing Collateral Development

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

The contractor wishes to waive auto insurance and professional liability insurance. The contract is not required to drive as part of the deliverables of this contract. Professional liability is waived also as it does not apply to the services contractor for.

Contract Manager Signature: \_\_\_\_\_

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

X3322

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

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

**EXHIBIT F**  
**REQUIREMENTS PURSUANT TO THE FEDERAL**  
**WORKFORCE INVESTMENT ACT OF 1998**

**GENERAL ASSURANCES**

- 1). CONTRACTOR, hereinafter referred to as applicant, assures and certifies that:
  - a. It will comply with the requirements of the Workforce Investment Act (W.I.A.), Public Law 105-220, hereafter referred to as the Act, and with the regulations promulgated thereunder; and
  - b. It will comply with applicable OMB Circulars, as those circulars relate to functions such as the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 2) The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or notify the LWIB within 30 days after promulgation of the amendments or revisions that it cannot so conform.
- 3) In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following assurances and certifications:
  - a. It possesses legal authority to apply for the grant: that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, -authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
  - b. As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
    - Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA title I financially assisted program or activity;
    - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
    - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
    - The grant applicant also assures that it will comply with 29 CFR part 37, provisions of WIA Section 188 and compliance with Equal Opportunity provisions of Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially assisted program



or activity. The grant applicant understand that the United States has the right to seek judicial enforcement of this assurance.

- c. It will comply with the Americans with Disabilities Act of 1990 (ADA) insofar as applicant is required to comply with said Act.
- d. It will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
- e. It will comply with the requirement that no program under the Act shall involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- g. As a condition of receiving WIA funds, the independent auditor or monitor of the LWIA, and the Employment Development Department auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIA statute, regulations and directives.
- h. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- i. Appropriate standards for health and safety in work and training situations will be maintained.
- j. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.
- k. Training will not be for any occupation which requires less than two weeks of pre employment training, unless immediate employment opportunities are available in that occupation.
- l. Training and related services will, to the extent practicable be consistent with every individual's capabilities and lead to employment opportunities which will enable participants to increase their income and become economically self sufficient.
- m. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the Local Workforce Investment Board (LWIB) has determined that there is a reasonable expectation for employment.
- n. W.I.A. funds will, to the extent practicable, be used to supplement rather than supplant the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant. It will submit reports as required by the Secretary and/or Governor and will maintain records to provide access to them as necessary for review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including maintenance of records to assist in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities.
- o. Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for the period of three years; however, participant's participation records will be retained for five years.
- p. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.

- q. Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary or Governor, but in no event at a rate which is less than the highest of: (1) the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938; (2) the State or local minimum wage for the most nearly comparable covered employment; (3) the prevailing rates of pay for persons employed in similar occupations by the same employer; (4) the minimum entrance rate for the inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment the prevailing entrance rate for the occupation among other establishments in the community or area or any minimum rate required by an applicable collective bargaining agreement; (5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary of Governor, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.
- r. It will comply with the labor standard requirements set out in the Act.
- s. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- t. For grants, sub grants, contracts, and subcontracts in excess of \$100,000 or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857C8(c)(1)] or the Federal Water Pollution control Act [33 U.S.C. 1319(C)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the applicant assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities; (2) it will notify the Governor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities and U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt sub grant, contract, or subcontract.
- u. Programs of institutionalized skills training shall be designed for occupations in which skill shortages exist. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under Section 1787 of Title 38, United States Code.
- v. It shall take appropriate steps to provide for the increased participation of qualified disabled and Vietnam era veterans in job training opportunities supported under this Act. Such steps shall include employment, training, supportive services, technical assistance and training, support for community based veterans program, and maintenance and expansion of private sector veterans employment and training and such other programs as are necessary to serve the unique readjustment rehabilitation and employment needs of veterans.
- w. Each eligible applicant shall, in a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and other local veteran employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans.
- x. It will establish such standards and procedures as are necessary to ensure against program abuses including, but not limited to, nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper commingling of funds under the Act with funds received from other sources; the failure to keep and maintain sufficient auditable or otherwise adequate records; kick backs;

political patronage; child labor laws; the use of funds for political, religious, anti-religious, unionization, or anti-unionization activities; the use of funds for lobbying, local, state or federal legislators, and the use of funds for activities which are not- directly related to the proper operation of the program.

- z. The contractor agrees to comply with mandatory 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 (Pub. L. 94-163, 89 Stat 871).

## **CERTIFICATION REGARDING PATENTS AND COPYRIGHTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

### **Ownership of Work Product**

County shall be the sole owner of, and shall be entitled to immediate possession of, any designs, products, or their component parts, whether written, visual, photographic, or otherwise, or other pertinent data and information gathered, produced, or computed by Contractor in furtherance of the obligation anticipated by this Contract.

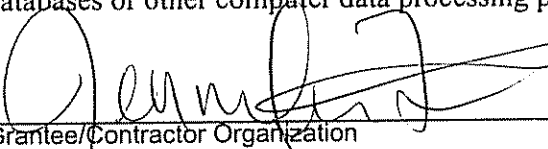
### **Transfer of Rights**

Contractor assigns to County all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and rights to ideas in, and to all versions of, the plans and specifications now or later prepared by Contractor in connection with the project, if any.

Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Contract and to refrain from taking any action that would impair those rights. Contractor's responsibilities under this Contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Contractor may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission from County. Contractor shall not use, or permit another to use, the plans and specifications in connection with this or any other project without first obtaining written permission from the County.

### **Rights to Data**

The County, the state, and the U.S. Department of Labor shall have unlimited rights to any data produced or delivered under this Contract. This provision shall include data generated through the use or development of computer programs and applications, or the maintenance of databases or other computer data processing programs, including the inputting of data.

  
\_\_\_\_\_  
Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and**  
**Cooperative Agreements**

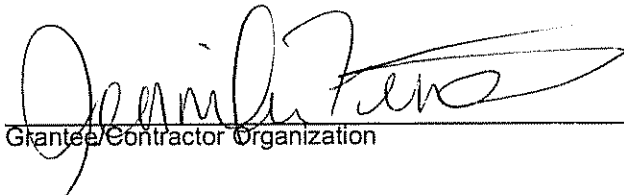
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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Grantee/Contractor Organization

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Name of Certifying Official

Signature

Date

## DRUG-FREE WORKPLACE CERTIFICATION

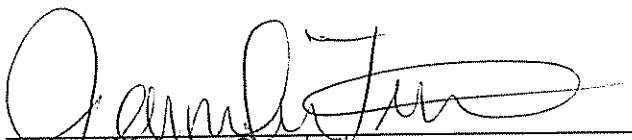
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### CONTRACTOR:

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The contractor or grant recipient named above hereby certifies compliance Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  1. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
    - (a) The dangers of drug abuse in the workplace.
    - (b) The person's or organization's policy of maintaining a drug-free work-place.
    - (c) Any available counseling, rehabilitation and employee assistance programs, and
    - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.



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Grantee/Contractor Organization

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Name of Certifying Official

Signature

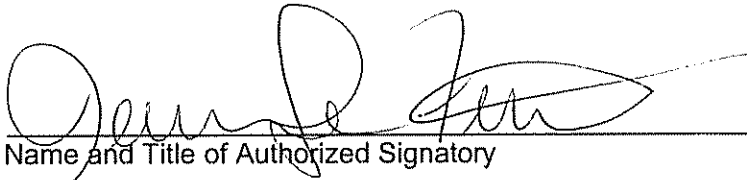
Date

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION, SEE ATTACHED PAGE.)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



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Name and Title of Authorized Signatory

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Signature

### ***Instructions for Certification***

1. *The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.*
2. *The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*
4. *The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.*
5. *The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion and Lower Tier Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
6. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.*
7. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*
8. *Except for transaction authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.*