



Shasta County Department of Support Services

Purchasing Division
1450 Court Street, Suite 348
Redding, CA 96001

REQUEST FOR PROPOSALS (RFP) TO PROVIDE

Administrative Oversight of Community Development Block Grant-Disaster Recovery (CDBG-DR) Multi-Family Housing Program (MHP) Funding

RFP Number	22-33
Release Date	May 13, 2022
Questions Deadline	May 25, 2022 at 2:00 PM
Review Q & A prior to submitting questions.	Questions/Answers Link Here
RFP Closing Date	June 1, 2022
RFP Closing Time	2:00 PM
Hard Copy Submittal Location	Shasta County Department of Support Services Purchasing Division 1450 Court Street, Suite 348 Redding, CA 96001
Electronic Submittal Location	Via Public Purchase Linked Here
RFP Contact	Tommy Talkington Agency Staff Services Analyst I - Confidential (530) 225-5093 trtalkington@co.shasta.ca.us

REQUIREMENTS FOR SUBMITTALS

- Responses may be submitted either on paper or electronically.
- Response must include: one (1) original and three (3) copies in hard-copy form or one (1) electronic PDF version of the Proposal submitted via Public Purchase.
- Response must be submitted in a sealed envelope and clearly marked “Response to RFP 22-33”. If submitting electronically, please title the PDF “Response to RFP 22-33”.
- Response must be signed, dated, and received by the Purchasing Division by the RFP Closing date and time stated above. Late submittals will not be considered.
- Responses received via fax and email will not be considered.

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I. OVERVIEW

A. INTRODUCTION

The County of Shasta, through its Department of Support Services, Purchasing Unit, invites responses to a Request for Proposals (RFP) to administer and provide oversight for the County's allocation of \$5,023,554 for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Multifamily Housing Program (MHP). Pursuant to the State Department of Housing and Community Development (HCD), CDBG-DR DR18 Disaster Recovery Multifamily Housing Program Policies and Procedures Manual and HCD Multifamily Housing Program Final Guidelines.

B. DEFINITIONS

For the purposes of this RFP process, the following definitions apply:

- Consultant means the person(s) or entity(ies) who/that enters into a Contract to provide administrative oversight for County's CDBG DR MHP allocation.
- Contract means the written agreement between the County and any Responder selected to provide the administrative oversight for County's CDBG-DR MHP allocation. The County intends to use its standard Personal Services Agreement (PSA), **Exhibit 1**, attached hereto and incorporated herein, as the template for the Contract.
- County Business Days means Monday through Friday except County holidays as designated by the Shasta County Board of Supervisors.
- County Business Hours means 8:00 a.m. to 5:00 p.m., Pacific Standard Time, during County Business Days.
- Proposal means the written submission to the County in response to this RFP.
- Request for Proposal ("RFP") means this invitation to submit a Proposal to provide administrative oversight of the CDBG-DR MHP in accordance with the State Department of HCD, CDBG-DR, DR18, and MHP final guidelines.
- Responder means any person or entity submitting a Proposal.

In the event any defined term is used in this RFP that is not defined in this document, the defined term shall have the meaning attributed to it in the Contract.

C. BACKGROUND AND PURPOSE

In response to the 2018 wildfires, the United States Department of Housing & Urban Development (HUD) allocated CDBG-DR funds to HCD for disbursement statewide to disaster-affected areas. The County of Shasta was identified as a subrecipient of these funds. The County shall make up to \$5,023,554 available of Community Development Block Grant – Disaster Recovery (CDBG-DR) funds through HCD's Disaster Recovery – Multifamily Housing Program (DR-MHP) and will award these funds to one or more projects meeting qualifying criteria. Of the available funding, \$745,684 will be prioritized

for any eligible projects located in the City of Anderson. If no projects are applied for in City of Anderson, this funding can be utilized for any projects in the unincorporated area of Shasta County.

The following are links to information about the MHP. The RFP respondent is responsible for referencing the most recent version of each document:

- [HCD CDBG-DR \(CDBG-DR\) 2018 Disasters Website](#)
- [State of California 2018 CDBG-DR Action Plan for Disaster Recovery](#)
- [Multifamily Housing Program Final Guidelines](#)
- [CDBG-DR DR18 Disaster Recovery MHP Policies and Procedures Manual](#)
- [Policy and Procedures Manual Appendix A: Disaster Recovery Multifamily Housing Program Subrecipient Project Solicitation Checklist](#)
- [Policy and Procedures Manual Appendix B: DR-MHP Development Application Review and Underwriting Checklist](#)

The County reserves the right to request that Responders submit additional information as requested by staff. The County also reserves the right to suspend, amend or modify the provisions of this RFP, to reject all proposals, to negotiate modifications of proposals, or to award less than the available funding.

D. SCOPE OF SERVICES

The Contractor selected will administer the County CDBG-DR MHP allocation in accordance with the DR-MHP Policies and Procedures. The areas outlined below define the key areas for the scope of work, and all proposals should fully adhere to the DR-MHP Policies and Procedures. However, the County will give due consideration to alternative approaches for administering the County's CDBG-DR MHP allocation.

The County published a solicitation for MHP projects through a Notice of Funding Available (NOFA) process. The selected Contractor, in coordination with the County, will assist in reviewing the applications to select the most viable projects that will support community recovery of needed housing. As further described in the areas listed below, the Contractor will then underwrite each prospective applicant and assist in the preparation of the Project Application to the HCD. The Contractor will facilitate the project implementation, monitoring, and development of Agreements and reports. Post-construction, the Contractor will provide training on compliance monitoring for projects for up to two years of operations.

AREA 1: Review and Analysis of CDBG-DR MHP Projects

- Evaluate CDBG-DR MHP solicitation and selection process.
- Review applications according to, but not limited to, CDBG-DR MHP Development Application Review and Underwriting Checklist and the Uniform CDBG-DR MHP Regulations; local prioritization criteria; application benchmarks including eligible activities, project type eligibility, and national objective criteria; quality of the application according to long-term viability, verification of financial feasibility, cost reasonableness, project timeliness and schedule; Developer capacity, and compliance with Article XXXIV, among other criteria.
- Review applications according to federal, state, and local priorities and criteria, provide recommendations to the County for selection and provide written justification to HCD.

AREA 2: Project Application and Underwriting Oversight

- Complete the Environmental Review Process for each application.
- Coordinate with the County the submission of Project Applications.
- Oversee underwriting of each project with HCD, including costs, financial feasibility, market demand, Developer qualifications, environmental review, land use, and certifications.

AREA 3: Development Agreement Creation and Execution

- Respond to any deficiencies in the County's Due Diligence submission to HCD, including development County policies and procedures necessary for program implementation.
- Lead the coordination of the legal documents outlining the program operations including the Master Standard Agreement, Notice to Proceed, and Regulatory Agreement.
- Create development agreements for each project based on federal, state, and local requirements.

AREA 4: Project Requirement Development and Process Oversight

- Coordinate loan and closing process and documents with County staff and HCD.
- Ensure projects are developed according to Eligible Activities, Project Eligibility, and Project Priority criteria and the Contract Regulatory Agreements.
- Oversee adherence to Construction Standards and Requirements.
- Oversee project operations, including the legal documentation, agreements, conditions, labor and wage requirements, procurement, and performance goals and timelines.
- Review and approve Developer Management Plan prior to construction.
- Review and approve Marketing Plan for compliance and local demographic and housing needs.
- Develop Uniform Relocation Assistance and Real Property Acquisition Act Policy for multifamily housing projects.
- Develop Affirmative Fair Housing Marketing Plan and Lease Up Policy for small rental projects, if needed.

- Provide Federal Labor Compliance guidance to developers in pre-construction phase and monitor throughout construction phase.
- Participate in the development of CDBG-Disaster Recovery Infrastructure grant applications that link to proposed multifamily housing projects if required.

AREA 5: Fiscal Review and Oversight

- Review fiscal requirements for projects including Notice to Proceed Rider, committed sources of investment funding, Duplication of Benefits, cost reasonableness, eligible costs, form of assistance, and allocation methodology.
- Monitor and report Developer project Income.
- Oversee disbursement of funds according to agreements, recapturing of funds and budget monitoring.

AREA 6: Project Compliance Monitoring

- Develop a system in which projects and developers can be effectively and efficiently monitored for compliance during the first two years of implementation, including construction, tenant selection, management, and annual certifications according to the Master Standard Agreement and CDBG-DR MHP Grant Administrative Manual.
- Conduct annual compliance monitoring including physical, project and financial monitoring for two years.
- Coordinate contract monitoring with HCD, including documentation and in-person monitoring.
- Develop honed long-term monitoring process for the County to implement over the affordability lifetime of the projects.

AREA 7: Report Development

- Oversee all reporting as specified in the Master Standard Agreement.
- Provide monthly updates to County staff.
- Prepare monthly status reports for each project.
- Prepare the annual report and coordinate annual audit.

AREA 8: Provide Training on Annual Compliance Monitoring and Provide Technical Assistance

- Annual compliance monitoring training to include physical monitoring such as the inspection of the exteriors of all buildings, common spaces, and interiors of income restricted units; project monitoring such as affordable rent, certification of tenant income, low and moderate Income (LMI) benefit, affirmative marketing, and fair housing requirements; financial monitoring such as review of financial statements, debt service obligations, and reserve accounts.
- Provide training and capacity building to County staff on all aspects of multifamily development, program operation, compliance, financing, close out and monitoring, as well as all federal cross-cutting requirements including fiscal and program compliance, Section 3, NEPA/CEQA, Uniform Administrative Act, etc.
- Provide training and technical assistance to County on the development, execution, and monitoring of Multifamily Housing projects.

- Participate in HCD technical assistance of program requirements, risk assessment, compliance, and capacity building as needed.

II. CONTRACT INFORMATION

If the County chooses to fund and proceed with the Responder, it will enter into a Contract with the selected Responder or Responders. The County intends to use its standard Personal Services Agreement (PSA), attached to this RFP as **Exhibit 1** as a template for the Contract. Certain terms of the County's standard PSA template are subject to negotiation and completion once the successful Responder(s) is/are selected. The County may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

Upon negotiation of the contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached as **Exhibit 2** to this RFP.

The Contract term will be effective as of the date of signing and continue until August 31, 2026, and may be extended based on continued funding, the results of an evaluation of the services provided, and the County's subjective satisfaction with the Contractor's performance.

The Contract will include terms appropriate for this program. Generally, the terms of the contract will include, but are not limited to: (1) completion of the program within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected Contractor. RFP respondents should list any exception(s) to the Model Contract in a separate section of their proposal.

III. RFP PROCESS, PROPOSAL FORMAT & GENERAL INFORMATION

A. INQUIRIES

To make inquiries regarding this RFP, Responders may contact only the RFP Contact and are specifically directed not to contact other County officers, employees, or agents on any matter related to this RFP. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFP. For purposes of this section of this RFP, the word "officer" does not include members of the Shasta County Board of Supervisors.

Questions to County shall be submitted via E-mail to the RFP Contact or submitted online through Public Purchase. Answers will be sent via email to the individual who asked the question, and shall be posted on the County Competitive Procurements web page and on Public Purchase. The County will not respond to any questions submitted after the Question Deadline stated on this RFP.

Any Responder who attempts to influence the RFP process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFP process as set forth in the requirements, or terms and conditions of the RFP, may be disqualified at any time from further participation in the RFP process.

B. PROPOSAL FORMAT & CONTENT

Each Proposal must include the following:

1. A completed **Attachment A**, Proposal Summary and Certifications
2. An itemized breakdown of all costs associated with administrative oversight of the County's allocation of Community Development Block Grant-Disaster Recovery (CDBG-DR) Multifamily Housing Program (MHP) funds. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline. If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price.
3. A narrative addressing the following topics, to be identified by the appropriate subsection below (e.g. 4a., 4b., etc)

Credentials & Experience:

- a. Provide a description of your experience working with CDBG-DR funded projects or similar programs for affordable housing development.
- b. Provide a description of your experience with multi-family affordable housing development in the Northern California area.
- c. Identify key personnel that would be assigned to the County, including a brief description of their individual qualifications and experience. Note: Resumes are not desired.
- d. Provide a list of at least three (3) references for which you have provided services of a similar size and scope within the past five (5) years. Include in your list: Client (including reference name, title, full address, email and telephone); period of contract; and a brief description of services provided. By providing these references, you agree that the County may contact the references provided to discuss prior performance. Failure to include references may be cause for rejection of proposal.

4. A narrative addressing how each of the following areas of the Scope of Work will be achieved:
 - a. AREA 1: Review and Analysis of CDBG-DR MHP Projects
 - b. AREA 2: Project Application and Underwriting Oversight
 - c. AREA 3: Development Agreement Creation and Execution
 - d. AREA 4: Project Requirement Development and Process Oversight
 - e. AREA 5: Fiscal Review and Oversight
 - f. AREA 6: Project Compliance Monitoring
 - g. AREA 7: Report Development
 - h. AREA 8: Provide Training on Annual Compliance Monitoring and Provide Technical Assistance
5. A statement of your compliance/acceptance of the Contract Terms and Conditions identified in **Exhibit 1**.
6. A copy of a current W-9 Form.

C. EVALUATION CRITERIA AND PROCEDURE

1. The Contract, if awarded, will be awarded to the Responder or Responders submitting the Proposal(s) deemed, by the County, in its sole discretion, to be in the best interest of the County. The County is not required to enter into a Contract with the particular Responder who submits the least costly Proposal. If only one Responder submits a Proposal, the County may, at its sole discretion, enter into negotiations with that Responder or terminate the RFP process.
2. Failure to fully comply with all of the requirements of this RFP and to provide all requested information may result in the Proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP will be in the County's sole judgment and its judgment will be final and conclusive.
3. Should more than one Responder submit a Proposal, the following evaluation process will be used to select the Contractor. The factors such as, but not limited to, the following will be considered in the evaluation process:

	Percentage
Responder's Background and Experience in Performing Similar Projects	
<i>Experience working with CDBG-DR funded projects or similar programs for affordable housing development.</i>	10%
<i>Experience with multi-family affordable housing development in the Northern California area</i>	10%
<i>References</i>	20%
Technical Approach / Understanding of the Scope of Work	35%
<i>Demonstrated understanding of the project; completeness of scope of work; overall ability, capacity, and skill of the consultant team, including individual team members</i>	
Pricing Proposal	25%
Total Percentage	100%

4. After receiving the Proposals, the County may schedule interviews at its sole discretion with some or all of the Responders and may establish a ranked list of the Proposals. The Responder receiving the highest ranking may be asked to enter into the Contract negotiation stage.
5. If an agreement to enter into a Contract cannot be reached with the Responder receiving the highest ranking, then the negotiations with that Responder will be terminated. Negotiations may then be opened with the next ranked Responder and the process repeated, or the County may elect at any time to reject all submitted Proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.
6. Notwithstanding anything to the contrary in this RFP, the County reserves the right to award the Contract to the Responder(s) whose Proposal is determined by the County, in its sole discretion, to be in the best interest of the County. The County is not required to award the Contract to the Responder that submits the least costly Proposal. Furthermore, the County reserves the right to award one or more Contracts to one or more Responders as a result of this RFP.
7. If a Responder is selected and a Contract is negotiated with that Responder, the County shall issue a written Notice of Intent to Award a Contract to each Responder that submitted a Proposal. The County shall consider any protest or objection to the Contract award pursuant to this RFP, provided that it is submitted in writing and received by the County's contact person at the address listed in this RFP within 10 calendar days of the date stated on the County's written Notice of Intent to Award a Contract. The protest shall identify all bases on which the protest is based. Any protest or objection will be considered and resolved by the Director of Support Services in his/her sole discretion and whose decision shall be final and conclusive. The Contract

may be executed by the County after the expiration of the time period to protest or object, or after a final decision on any protest or objection, whichever is later.

D. SUBMISSION OF PROPOSALS

Responses may be submitted either on paper or electronically via Public Purchase. Responses received via fax and email will not be considered.

All responses must be signed, dated, and received by the Purchasing Division either physically or electronically by the RFP Closing date and time. Late submittals will not be considered.

All inquiries and correspondence related to this Request for Proposals shall be directed to:

Tommy Talkington, Agency Staff Services Analyst I - Confidential
Shasta County Department of Support Services – Purchasing
1450 Court Street, Suite 348
Redding, CA, 96001
530.225.5093
trtalkington@co.shasta.ca.us

1. Electronic Responses

Visit the [Shasta County Vendor Registration page linked here](#) to receive instructions on how to register as a vendor using Public Purchase. Vendor registration is required to submit responses via Public Purchase.

There are no fees required to register as a vendor with the County of Shasta. *Be advised that the registration process may take up to two business days to complete.*

If submitting a response to this RFP electronically, one (1) PDF digital file of the response must be submitted via [Public Purchase Linked Here](#)

2. Hard Copy Responses

If submitting a hard copy response to this RFP, one (1) original, clearly marked 'Original', and three (3) copies of each Proposal must be submitted in a sealed envelope clearly labeled with the RFP number and Responder name.

Proposals may be modified or withdrawn at any time prior to the RFP closing Date and time by an authorized representative of the Responder and by formal written notice to the County's contact person identified in this RFP. Each Responder warrants and represents that the information provided in the Responder's Proposal shall remain

unchanged for the time period as indicated on the Attachment *Proposal Summary and Certifications*. Responder acknowledges that County will be relying on the information contained in the Proposal. No modification of a Proposal will be accepted after the RFP Closing Date and time except upon the prior written approval from the County.

E. USE AND DISCLOSURE OF PROPOSALS

1. The County reserves the right to retain all Proposals that are submitted and to use any ideas in a Proposal regardless of whether a Proposal results in a Contract. All Proposals become the exclusive and sole property of the County. The County will not reimburse Proposal preparation or submission expenses or costs, all of which are the Proposer's sole responsibility.
2. Unless otherwise compelled by a court order or other legal authority, the County will not disclose any Proposal while the County reviews and evaluates Proposals and engages in negotiations with one or more Responders. However, after the County either issues a Notice of Intent to Award as stated in Section III(C)(3) above or the County issues a written notice of termination of the RFP process, the County shall consider each Proposal and related documents a matter of public record and subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.
3. If a Responder believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Responder shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the County, identify the legal basis for exception from disclosure. By submitting a Proposal, a Responder agrees that County shall not in any way be liable or responsible for the disclosure of any Proposal or any part thereof if disclosure is pursuant to the Public Records Act or otherwise pursuant to law or legal process. By submitting a Proposal, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify County, its elected officials, officers, employees, agents and volunteers from all damages, claims, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing any portion of a Proposal marked "Confidential" to a third party.
4. Initiation of this RFP does not commit the County to finalize a Contract with any Responder or to be bound by any Proposal. The County shall not be liable for any costs related to the preparation and submission of a Proposal, costs related to the negotiation process, and/or costs otherwise incurred by any Responder related to this RFP process. All such costs shall be borne by the Responder(s).
5. Notwithstanding any other provisions, the County reserves the right, in its sole discretion to:

- a. Accept or reject any or all Proposals, or any part(s) thereof;
 - b. Reject any Proposal for failure to submit the Proposal in conformity with the requirements, or the terms and conditions, of this RFP;
 - c. Waive any informalities or irregularities in a Proposal, or to waive any deviations from the requirements, or terms and conditions of this RFP, if deemed to be in the best interest of the County;
 - d. Negotiate with a Responder or Responders; or
 - e. Solicit new proposals on the same Project or on a modified project which may include portions of the original proposed Project as in the best interest of the County; or
 - f. Terminate, in part or its entirety, the RFP process.
6. Any Responder submitting a Proposal understands and agrees that submission of his/her/its Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFP.
 7. The County shall not be liable for, and by submitting a Proposal the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFP, or because of any misinformation or lack of information.
 8. In the event it becomes necessary to revise any part of this RFP, an addendum will be posted on the [Shasta County web page linked here.](#)

PROPOSAL SUMMARY AND CERTIFICATIONS

VENDOR AUTHORIZED REPRESENTATIVE:

Company Name

Representative Name

Title

Phone

Fax

Email Address

Federal Tax ID Number

CONTACT INFORMATION (IF DIFFERENT FROM ABOVE):

Contact Person

Title

Phone

Fax

Email Address

Certifications:

- | | |
|--|--|
| 1. Do you agree to comply with specifications, RFP instructions, draft Contract requirements and other pertinent references contained in this RFP? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Do you agree that the information and costs provided in the proposal will remain unchanged and will not be withdrawn for a period of 90 days after the submission deadline? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Do you certify that all statements contained within the submitted Proposal are true, and acknowledge that if the Proposal is found to contain any false statements, the County may declare any Agreement or Contract made as a result of the Proposal to be void? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide the requested services? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you certify that the proposal includes <u>all</u> costs incident to the proposed Contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Upon execution of the Contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached herein. Do you agree to be an ACH/Direct Deposit vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. You give permission for the County to contact any and all references provided. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If the answer to any question is "No", please explain.

I certify that to the best of my knowledge, my responses to the above statements are true and correct.

Signature

Date

[APPROVED STANDARD FORMAT]

PERSONAL SERVICES AGREEMENT

[See Policy 6-101, section 5.17, for instructions for use of this form.]

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
[KEYBOARD <1>]**

This agreement is entered into between the County of Shasta, through its [DEPARTMENT AND DIVISION (if applicable)], a political subdivision of the State of California [KEYBOARD <2>] (“County”) and [KEYBOARD <3>] (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of [KEYBOARD <4>].

[KEYBOARD <5>]

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall [KEYBOARD <6>]

[If the scope of work includes preparation of a document or written report and the total cost of the work is more than \$5,000, mark the preceding description of the Consultant’s services as paragraph A and add the following paragraph; otherwise delete:]

[“B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: “This [document or report] is one of [number] produced under this agreement.”]

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall [KEYBOARD <6>]:

A. Compensate Consultant as prescribed in sections [3] and [4] of this agreement [KEYBOARD <7>] and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid [KEYBOARD <8>] for the services described in this agreement.
- B. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- C. [If applicable to this agreement add:][In accordance with the budget as prescribed in section [4], County shall pay to Consultant a maximum of \$(DOLLAR AMOUNT) for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$(DOLLAR AMOUNT).]
- D. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

[If applicable, add the following and edit:]

[Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.]

[If there is no financial consideration from/to either Party add: There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.]

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to [KEYBOARD <9>] within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. [KEYBOARD <10>] County shall make payment within 30 days of receipt of Consultant’s correct and approved statement or invoice.
- B. [If applicable to this agreement add:][Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.]

- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both [all] Parties and shall end [KEYBOARD <11>].

[If the agreement term is longer than one year, or crosses County fiscal years, delete the above sentence and substitute:]

["The initial term of this agreement shall be for one year [or specify shorter period] beginning [date or "as of the last date it has been signed by both [all] Parties"] and ending [date]. The term of this agreement may be extended by County for one [or two] additional one-year term [terms] [*or*] shall be automatically renewed for one [or two] additional one-year term [terms] at the end of the initial term], under the same terms and conditions [if compensation increases after the first year, insert here, "except as provided in section [3],"] unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date."] or ["The base term of this agreement shall be [period], beginning [date] and ending [date], provided that County may exercise one [or two] one-year option[s] to renew after the base term, under the same terms and conditions [describe exceptions] by notifying Consultant of such exercise, in writing, before the end of the term."]

[If this is a revenue agreement and crosses County fiscal years, include the following:]

["Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date."]

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on <KEYBOARD 12> days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by [KEYBOARD <13>].
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and [KEYBOARD <14>], provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

[If Consultant is determined pursuant to section 5.5 of Policy 6-101 to be an independent contractor, insert the following:]

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

*[If Consultant does **not** qualify as an independent contractor for tax purposes per section 5.5, use the following instead of the foregoing:]*

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall not be eligible for coverage under County's workers' compensation insurance

plan nor shall Consultant be eligible for any other County benefit. Notwithstanding Consultant's status as an independent contractor, County shall withhold from payments made to Consultant such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County's liability under said laws and does not abrogate Consultant's status as an independent contractor as described in this agreement.

[If Consultant is an out-of-state independent contractor, add:]

- B. County shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

Section 10. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

[For any contract where a design professional, as that term is defined in Civil Code Section 2782.8, is being contracted with, add the following paragraph:]

- B. For professional services provided under this agreement [or contract], Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement [or contract]. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. Furthermore, the duty of Consultant includes the duty of defense, inclusive of that set forth in the California Civil Code Section 2778, and is subject to any limits provided for in Civil Code Section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

[KEYBOARD <15>]

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

[KEYBOARD <16>]

- C. [For agreements with state-licensed architects, engineers, consultants, counselors, attorneys, accountants, information technology professionals, clinics, medical providers, and other “professionals” who are licensed by the State of California to practice a profession, add:] Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- C. [For agreements for pest control; weed abatement; environmental testing; well monitoring; asbestos removal or testing; fueling; transfer station operation; or the collection, transportation, or disposal of toxic, hazardous, or infectious waste, add:] Consultant shall obtain and maintain continuously a policy of Consultant's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of not less than \$1 million per occurrence.
- C. [For agreements for aircraft/airport operations, add:] Consultant shall maintain continuously a policy of Hangarkeepers' Liability Insurance, with limits of no less than \$1 million per occurrence and \$2 million aggregate. [For fixed base operations, flight schools, flying clubs or fueling or refueling operations at airports, add:] Consultant shall maintain continuously a policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage including owned and non-owned aircraft coverage of \$1 million per occurrence and \$3 million aggregate.
- C. [For agreements with the County when the agreement is for the provision of third-party data processing services in which County data is held at a non-County facility and/or the vendor is processing County data, add:] Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- [C. or D.] Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- [D. or E.] With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.

- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: [KEYBOARD <17>]

If to Consultant: [KEYBOARD <18>]

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement. *[This section should not be used in agreements with the State of California, the federal government, or an entity that is otherwise exempt from property taxes and assessments.]*

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY'S RIGHT OF SETOFF. *[This section can be deleted in revenue agreements.]*

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

[KEYBOARD <19>]

[Insert and number any of the following paragraphs which apply and give each a section number, then renumber the subsequent numbers:]

[CONFIDENTIALITY.]

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.]

[CONFIDENTIALITY OF PATIENT INFORMATION.]

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement. [Mental Health agreements.]]

[CONFIDENTIALITY OF CLIENT INFORMATION.]

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.]

[HIPAA ADDENDUM.]

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.]

[SCOPE AND OWNERSHIP OF WORK.]

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding

anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.]

[USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.]

[APPLICATION OF OTHER AGREEMENTS. Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the [Insert Name of Agreement] between the County of Shasta and [Insert Name of contracting party], attached to this agreement as Exhibit ___ and incorporated by this reference.]

[COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.]

[SIGNATURE PAGE FOLLOWS]*

[* The signature page should be all on one page. Thus, if the last page of the agreement before the signature page has more than eight lines at the bottom of the page, add this and then insert a page break.]

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

[KEYBOARD <20>], CHAIRMAN
Board of Supervisors
County of Shasta
State of California

[If the Chairman will sign the agreement, add:]

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

[If the Chairman will sign the agreement, or if County Counsel or Risk Manager review is required by Administrative Policy 6-101, add:]

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: _____

By: _____

CONSULTANT

Date: _____

By: _____
<KEYBOARD <21>] _____
Tax I.D.#: [KEYBOARD <22>]

[



SHASTA COUNTY

AUDITOR-CONTROLLER

ACH/DIRECT DEPOSIT AUTHORIZATION

Shasta County has been offering ACH/Direct Deposit to its vendors since 2002. This process allows the County to transmit vendor payments directly into a checking or savings account instead of printing and mailing a paper check. This service has become even more critical over the years with the increasing cost of postage and the closure of post offices. ACH/Direct Deposit is available to all county vendors, district employees, and county employees who receive payments from the County of Shasta.

For your convenience we have enclosed an ACH/Direct Deposit Authorization enrollment form. To elect to have future payments deposited directly into your bank account, please complete the form below, sign it and return it along with a voided check. Please complete this form in its entirety as **incomplete forms will not be processed**.

For questions about this form, please contact Auditor-Controller Accounts Payable area at (530) 245-6904
Please note: Federal Reserve regulations require 2-3 banking days for transmission of funds to any account. Once Shasta County Auditor-Controller's office approves the claim for payment, payees will receive an e-mail notification that confirms when the funds will be deposited.

Mail this form and voided check to Shasta County Auditor-Controller 1450 Court St. Suite 238, Redding, CA 96001-1671

BANKING INFORMATION:											
Print "VOID" across the front of a check and attach it to this form or attach a printout from your financial institution that contains the correct routing and account number.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; border-bottom: 1px solid black;">Choose One</td> </tr> <tr> <td style="width: 50%; text-align: center; border: 1px solid black;"> <input type="checkbox"/> Checking </td> <td style="width: 50%; text-align: center; border: 1px solid black;"> <input type="checkbox"/> Savings </td> </tr> <tr> <td colspan="2" style="border: 1px solid black;">Bank Name:</td> </tr> <tr> <td style="border: 1px solid black;">Bank City:</td> <td style="border: 1px solid black;">Bank State:</td> </tr> <tr> <td style="border: 1px solid black;">Routing #: <i>9 digits</i></td> <td style="border: 1px solid black;">Account #:</td> </tr> </table>	Choose One		<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	Bank Name:		Bank City:	Bank State:	Routing #: <i>9 digits</i>	Account #:
Choose One											
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings										
Bank Name:											
Bank City:	Bank State:										
Routing #: <i>9 digits</i>	Account #:										
PERSONAL INFORMATION:											
Once activated, ALL future payments will be processed via ACH/ Direct Deposit. To discontinue ACH/ Direct Deposit, notify the Auditor's office one week in advance of discontinue date.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border: 1px solid black;">Vendor Name:</td> </tr> <tr> <td colspan="2" style="border: 1px solid black;">Street Address:</td> </tr> <tr> <td style="border: 1px solid black;">City:</td> <td style="border: 1px solid black;">State:</td> </tr> <tr> <td style="border: 1px solid black;">Zip:</td> <td style="border: 1px solid black;">Phone:</td> </tr> <tr> <td colspan="2" style="border: 1px solid black;">Email: <i>required</i></td> </tr> </table>	Vendor Name:		Street Address:		City:	State:	Zip:	Phone:	Email: <i>required</i>	
Vendor Name:											
Street Address:											
City:	State:										
Zip:	Phone:										
Email: <i>required</i>											

I hereby authorize Shasta County to initiate direct deposits (or correcting entries to previous deposits) to my account. By signing below I hereby hold harmless the County of Shasta, its agents, and representatives for any misdirection, or miscreditation of the direct depositing of my accounts payable funds.

Signature

Date