



**Shasta County Department of Support Services**  
Purchasing Division  
1450 Court Street, Suite 348  
Redding, CA 96001

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**REQUEST FOR QUOTES (RFQ) TO PROVIDE**  
**Nuisance Abatement Cleanup Services**

<b>RFQ Number</b>	<b>22-21</b>
Release Date	January 3, 2022
Questions Deadline	January 17, 2022 at 2:00 PM
Link to Questions & Answers	<a href="#">Questions/Answers Linked Here</a>
<b>RFQ Closing Date</b>	Thursday, February 3, 2022
<b>RFQ Closing Time</b>	<b>2:00 PM</b>
Hard Copy Submittal Location	Shasta County Department of Support Services Purchasing Division 1450 Court Street, Suite 348 Redding, CA 96001
Electronic Submittal Address	<a href="#">Via Public Purchase Linked Here.</a>
RFQ Contact	Tommy Talkington Agency Staff Services Analyst I - Confidential (530) 225-5093 <a href="mailto:trtalkington@co.shasta.ca.us">trtalkington@co.shasta.ca.us</a>

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**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 Quote.
- Response must be submitted in a sealed envelope and clearly marked "Response to RFQ 22-21". If submitting electronically, please title the PDF "Response to RFQ 22-21".
- Responses must be signed, dated, and received by the Purchasing Division either physically or electronically by the RFQ 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

The County of Shasta, through its Department of Support Services, Purchasing Unit, invites responses to a Request for Quotes (RFQ) to provide cleanup services for public nuisance abatement to the County of Shasta Department of Resource Management.

### A. Background and Purpose

The County of Shasta is seeking to contract for cleanup operations at designated Public Nuisance sites in the unincorporated area of the County. Generally, the scope of work will include collecting, dismantling, demolishing, packaging, removing, transporting, and proper disposal of solid waste and metal waste from properties in Shasta County to legal disposal sites and securing the site and/or installing erosion control as directed. The scope of work may also include the proper removal of tires, waste oil, batteries and similar materials, as needed.

The subject properties that will be cleaned have all been declared Public Nuisances by Shasta County after due process of law. Some cleanup efforts may have been made by the individual property owners, and the sites can be in various stages of remediation.

The conditions remaining on the properties constitute a Public Nuisance as defined by Shasta County Code and present a threat to public health and safety, fire and life safety, and property values. There are typically five or more properties remediated annually.

## II. SCOPE OF WORK

### A. Consultant Responsibilities

The Consultant selected shall, pursuant to a contract with the County:

1. Be appropriately licensed under California Contractor License Law and will maintain such license throughout the duration of the service agreement with the County. The Consultant must comply with all applicable laws related to the transportation and disposal of waste.
2. Submit to the Director of Resource Management or their designee a not-to-exceed cost estimate within 48 hours after an on-site visit with the Department of Resource Management Project Manager. Once the Director or designee approves the estimate and authorizes the work, the Consultant will have one week to mobilize and start the abatement. The Consultant must coordinate with the Project Manager all dates and times of operations so the Project Manager can secure the necessary inspection / abatement warrant(s). Once started, the project must be completed within consecutive days unless authorized by the Project Manager. **The Consultant is not authorized to enter any**

**nuisance abatement property without a warrant secured by the Project Manager, or that is scheduled for clean up by the Department of Resource Management without the Project Manager.**

3. Provide all equipment, supplies, and personnel needed to conduct debris removal/cleanup and/or the demolition of structures in a timely and efficient manner in accordance with all appropriate state and federal regulations governing such work.
4. Prepare manifests, inventories, receipts and other relevant documentation. This includes cubic yards or tonnage of solid waste removed from each site, number of tires and appliances.
5. In the event the Consultant finds household hazardous waste such as paint, antifreeze, etc., the Consultant shall contact the Project Manager to coordinate removal.
6. Perform the debris cleanup operations in such a manner as to minimize the potential of wind-blown dust and debris resulting from such operations. Dust control will be the responsibility of the Consultant. Should the Consultant use water in the cleanup operation, then the Consultant will collect contaminated water that would otherwise flow off the cleanup site.
7. Arrange for all waste disposal and scrap metal or wood waste recycling.
8. Transport wastes to appropriate destinations at the end of each day or as the trucks are full. All monies collected by Consultant for recyclable materials (scrap metal etc.) are to be made payable to Shasta County and shall be submitted to the Shasta County Department of Resource Management by Consultant.
9. Dispose of all items removed at an appropriate landfill or recycling facility.
10. Be solely responsible for transporting all wastes to the appropriate destination(s), unless other arrangements have been made and approved in writing by the County in advance. The Consultant will be responsible for using appropriate containers and other equipment, vehicles, licenses, registration, and drivers as required by federal and state laws and regulations.
11. Be responsible for payment of all applicable fees including tipping fees at the landfill and shall provide all load tickets for solid waste disposal. All materials removed from the property shall be disposed of at either an appropriately licensed solid waste or recycling facility unless otherwise directed by the Director or Project Manager.
12. Assume all responsibility allowed by law for all waste from the point at which it is collected and removed from properties by the Consultant to the point at which it reaches the disposal destination.

13. Be responsible for obtaining local permits, such as a demolition permit, as applicable.
14. Be responsible for installing and maintaining the necessary erosion control measures and Best Management Practices (BMP's) prior to performing any work on site.
15. Be responsible for related hazardous materials releases on-site. The Consultant shall notify the Project Manager or the Environmental Health Division immediately if any toxic or hazardous wastes are discovered during the cleanup operations.
16. Comply with applicable sections of the California Labor Code.
17. Pay and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code.
18. Pay, and shall require any subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.
19. Comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith. Keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant and any subcontractors in connection with the provision of these services. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement.
20. Before performing any prevailing wage work, register and meet requirements of [Senate Bill 854](#) using the new Department of Industrial Relations (DIR) online application: [Contractor Registration \(ca.gov\)](#).

## **B. County Responsibilities**

1. The County will be responsible for obtaining local authorizations such as an Inspection Warrant and Order of Abatement, as applicable. The County at its election may immediately cancel by verbal notice a portion or all of a cleanup based on the lack of available funding or changes at the site.

2. The County will provide a Project Manager to coordinate activities between the County and the Consultant, who will determine if the sites have been remediated to the level stipulated in the contract, at which time final approval will be given.
3. The County will provide information in response to public inquiries regarding the Abatement of the Public Nuisances. All publicity shall be the responsibility of the County.

### **III. CONTRACT INFORMATION**

If the County chooses to fund and proceed with the nuisance abatement cleanup services, it will enter into a Contract with the selected Responder. The County intends to use its standard Personal Services Agreement (PSA), attached to this RFQ 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 RFQ.

The Contract will be for an initial term of 12 months and may contain a provision for an extension of the initial term for two additional 12-month terms. Exercise of the option to extend the term of the Contract will be based on continued funding, the results of an evaluation of the services provided, and the County's subjective satisfaction with the Contractor's performance.

### **IV. RFQ PROCESS, QUOTE FORMAT & GENERAL INFORMATION**

#### **A. Inquiries**

To make inquiries regarding this RFQ, Responders may contact only the RFQ Contact and are specifically directed not to contact other County officers, employees, or agents on any matter related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFQ. For purposes of this section of this RFQ, 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 RFQ Contact. Answers will be sent via email to the individual who asked the question and shall be posted on the County Competitive Procurements web page. The County will not respond to any questions submitted after the Question Deadline stated on this RFQ.

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

## **B. Response Format and Content**

Sealed responses to this Request for Quotes (RFQ) are subject to the Terms and Conditions of Requests for Quotes, Section V., incorporated herein.

Each response must include the following required documents, submitted in the order shown:

1. A brief narrative of all relevant background information and experience in cleaning up distressed properties including demolition, and removal and disposal of various waste materials.
2. An overview of your project team, their qualifications, and relevant experience. If subcontractors will be utilized, describe their qualifications, experience and how their participation will be managed.
3. A completed Responder Information and Certifications form, **Attachment A**, attached hereto and incorporated herein.
4. A completed Specifications and Requirements form, **Attachment B**, attached hereto and incorporated herein.
5. A completed Pricing Sheet, **Attachment C**, attached hereto and incorporated herein.

## **C. Submission of Responses**

Responses may be submitted either on paper or electronically via Public Purchase.

All responses must be submitted no later than the exact Closing Date and time indicated on this Request for Quotes. Mailed Responses not received before the Closing Date and time will not be considered, even if postmarked prior. Faxed and emailed Responses will not be accepted.

Materials submitted shall be in sequence, with each section clearly labeled, consistent with the response format and content described in herein. Failure to do so may result in rejection of the response. Failure to submit all required items may result in the rejection of Responder's Quote.

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

**Tommy Talkington, Agency Staff Services Analyst - Confidential I**  
Shasta County Department of Support Services – Purchasing  
1450 Court Street, Suite 348  
Redding, CA, 96001  
530.225.5093  
[trtalkington@co.shasta.ca.us](mailto: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 RFQ electronically, one (1) PDF digital file of the Quote must be submitted via [Public Purchase Linked Here](#).

## **2. Hard Copy Responses**

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

## **V. TERMS AND CONDITIONS OF REQUESTS FOR QUOTES**

The following terms and conditions (the “Terms and Conditions”) apply to solicitations by the County of Shasta, Department of Support Services, Purchasing Unit (“County”), for Requests for Quotes (an “RFQ”).

For the purposes of these Terms and Conditions, an RFQ is an invitation by the County for the provision of particular service(s) or product(s), including the price thereof, meeting specific criteria. The primary focus of an RFQ is upon the price a person/entity submitting a response (the “Responder”) proposes to charge for the particular service or product the County desires. While the price is a primary factor, it is not the only factor and the County is not required to enter into a contract/agreement with the particular Responder who submits the lowest price.

### **A. RESPONSES TO RFQ's**

Responses to RFQ's (“Responses”), modifications, and requests for withdrawal thereof, received after the deadline for receipt of the Response will not be considered.



Telephoned Responses or those sent by facsimile ("FAX") or email will not be accepted.

Responses shall be written in ink, typewritten, or written using a word processing program/printer. Prior to submitting a Response, mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the Response.

Prices proposed in an RFQ shall include all costs of packing and of transportation to the delivery point or points indicated in the RFQ, including applicable sales and use taxes, unless otherwise specified. Unless stated otherwise in the RFQ, a Response may be tendered for any item or group of items, or portion thereof, of the service(s) or product(s) specified in the RFQ. Unit prices, a total price for each group of units, and a grand total may also be provided in the Response, depending upon the specifications of the RFQ. In case of a conflict between a unit price and the total price(s), or the grand total, the unit price, multiplied by the number of units to be provided, will govern. Unless stated otherwise in the RFQ, a Response may be tendered for any one service or one product, or group of services or products, or portion thereof, of the service(s) or product(s) specified in the RFQ, or for all the services or products sought by the County.

When a particular brand or make of a product is specified in an RFQ, an "equal" brand or make will be considered by the County. However, in such cases, the Responder must establish that the alternate brand or make is equal to or better than the specified brand or make, and indicate the brand name, model, and catalog number of each item listed as an alternative. Unless otherwise indicated in the Response, the brand or make specified in the RFQ shall be furnished if the RFQ is accepted by the County and a contract/agreement between the Responder and the County is executed.

The time, date, and location for delivery of the service(s) or product(s) shall be as specified in the RFQ or the contract/agreement between the Responder and the County. Delivery time, if stated in days, includes Saturdays, Sundays, and holidays. Responder may propose in the Response alternate times, dates, and locations for delivery of the service(s) or product(s) for the County's consideration.

Samples of products, when required by the specifications of the RFQ, must be submitted within the time specified and at no expense to the County. If not destroyed by testing, or if not required for the purpose of inspecting deliveries during the term of the contract/agreement between the Responder and the County, samples will be returned to the Responder at the County's expense.

The services and products described in a Response must conform to the safety orders of the State of California, Division of Industrial Safety and with all applicable federal, state,

and local laws, ordinances, regulations, rules and policies. Only current product models as offered by manufacturers will be accepted. All products offered must be new and unused unless otherwise specified in the RFQ.

**B. EVALUATION AND SELECTION PROCESS**

Unless otherwise stated in the specifications for the RFQ, an evaluation panel, made up of persons selected by the Shasta County Director of Support Services (or designee), will review and rank each Quote. Reviewed and ranked criteria may include but are not limited to:

1. Pricing	30%
2. Relevant Background and Experience	25%
3. Project Team and Qualifications	25%
4. Compliance with Specifications and Requirements	15%
5. Completed Responder Information	5%

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**Total: 100%**

After the evaluation panel has ranked the Responders, the County may enter into negotiations with the top ranked Responder regarding the terms and conditions of a contract for the provision of the requested service(s) and product(s); or the County may, in its sole discretion, elect to reject all submitted Responses and terminate the RFQ process.

If an agreement to enter into a Contract cannot be reached with the highest ranked Responder, then the negotiations with that Responder will be terminated. Negotiations will then be opened with the next ranked Responder and the process repeated, or the County may elect to reject all submitted Quotes. In any event, once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.

**C. RESERVATIONS**

Notwithstanding any other provisions, the County reserves the right, in its sole discretion, to accept or reject any or all Responses, or any part thereof; to reject any Response for failure to submit the Response in conformity with the requirements of the RFQ and these Terms and Conditions; and to waive informalities and irregularities in a Response, if deemed to be in the best interest of the County. The County reserves the right to cancel this RFQ process at any time.

In addition, the County reserves the right to waive any deviations from the requirements or specifications of an RFQ that are included in any Response.

Solicitation of an RFQ does not commit the County to finalize any contract/agreement with a particular Responder, to pay any costs associated with the preparation of any Response, and/or to enter into a contract/agreement with the Responder submitting the least costly Response. The County reserves the right to enter into negotiations with, and to finalize a contract and its terms with, the Responder that, in the sole discretion of the County, submits the Response that is in the best interests of the County.

**D. VALID CONTRACT**

Receipt of an Official Purchase Order of the County of Shasta covering the supplies, materials, equipment, or services as described in the Response to an RFQ will indicate acceptance of the Response and will constitute a contract to purchase (unless a separate contract or agreement is otherwise entered into between the Responder and the County).

**E. DISQUALIFICATION**

Unless a Responder provides all the information requested in the RFQ, the Response may, at the sole discretion of the County, be disregarded and given no consideration. Any Responder who attempts to influence the RFQ process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements of the RFQ and/or in these Terms and Conditions, may be disqualified at any time from further participation in the RFQ process. Responders are specifically directed not to contact any person other than the designated County contact person listed in this RFQ for meetings, conferences, information, or technical discussions related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being disqualified from this RFQ process. No questions regarding this RFQ will be answered by other County staff. The RFQ process shall extend until the date stated on the County's written notice of intent to award a contract or the date stated on the County's written notice of cancellation of the RFQ process that will be issued to Responders.

**F. RETENTION OF RESPONSES/PUBLIC RECORD**

All Responses shall become the sole property of the County. The County reserves the right to use any ideas in a Response regardless of whether that Responder is selected to enter into a contract/agreement with the County. At such time as a Responder is selected and a contract/agreement is finally negotiated, all Responses and related documents become a matter of public record, with the exception of those parts of each Response

which are clearly designated by the Responder as business or trade secrets and marked as “confidential” or “proprietary.” The County, however, shall not in any way be liable or responsible in connection with the County’s disclosure of any Response or any part thereof, if disclosure is required by the California Public Records Act (Gov. Code, §6250 et seq.) or pursuant to law or legal process. By submitting a Response, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify the County of Shasta, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the California Public Records Act.

**G. PROTESTS**

The County will consider any protest or objection regarding the award of a contract/agreement pursuant to the RFQ, provided that it is submitted in writing and received by the County contact person listed in this RFQ within 10 calendar days of the date stated on the County’s written notice of intent to award a contract issued to Responders. Mailed objections not received before the deadline will not be considered, even if postmarked before the deadline. The County’s determination with respect to any protest shall be in the County’s sole discretion and shall be final and conclusive.

**H. COMPLIANCE WITH REQUIREMENTS OF RFQ**

Any Responder submitting a Response to an RFQ understands and agrees that his/her/its submitted Response shall constitute acknowledgment and acceptance of, and intent to comply with, all these Terms and Conditions and the requirements of the RFQ. The determination of the compliance with these Terms and Conditions and the requirements of the RFQ shall be in the County’s sole judgment and shall be final and conclusive.

**I. COUNTY NOT RESPONSIBLE FOR COSTS OF PREPARATION**

The County shall not be liable for any costs of work performed in the preparation and production of a Response, or for any work performed prior to the formal execution of a contract/agreement between a Responder and the County. By submitting a Response, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of these Terms and Conditions and the requirements of the RFQ, or because of any misinformation or lack of information.

## RESPONDER INFORMATION AND CERTIFICATIONS

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Responder MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

Responder represents that he/she/it is one of the following (check appropriate):

- A regular dealer of the product(s) and/or service(s) quoted upon  
 A manufacturer of the product(s) and/or service(s) quoted upon

Responder operates as:

- An Individual  
 Partnership  
 Corporation, incorporated in the State of:  
 Other entity (specify): [Click here to enter text](#)

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Offer for 90 days following the deadline for receipt of Offer.

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COMPANY NAME

---

AUTHORIZED REPRESENTATIVE NAME

---

STREET ADDRESS

---

CITY

STATE

ZIP CODE

---

PHONE NUMBER

FAX NUMBER

---

E-MAIL ADDRESS

---

FEDERAL TAX ID NUMBER

### **Certifications:**

1. Do you agree to comply with specifications, RFQ instructions, draft Contract requirements and other pertinent references contained in this RFQ?
2. Do you agree that the information and costs provided in the quote will remain unchanged and will not be withdrawn for a minimum of 90 days after the submission deadline?

Yes  No

Yes  No

- 3. Do you certify that all statements contained within the submitted response are true, and acknowledge that if the response is found to contain any false statements, the County may declare any Agreement or Contract made as a result of the response to be void?  Yes  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?  Yes  No
  
- 5. Do you certify that the quote includes all costs incident to the proposed Contract?  Yes  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?  Yes  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.

By signing, Responder represents that he/she has the authority to authorize this Offer and to bind the party on whose behalf his/her execution is made and certifies that all information provided on this form and contained within the Offer are true. Signer acknowledges that if the Offer contains any false statements, the County may declare any contract, purchase order or agreement made as a result of the Offer to be void.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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PRINT OR TYPE SIGNER'S NAME AND TITLES

Date

**SPECIFICATIONS AND REQUIREMENTS**

Specifications	Yes/No	Deviations
<b>A. Contractor Requirements</b>		
1. Consultant shall be appropriately licensed under California Contractor License Law and will maintain such licensure throughout the duration of the service agreement.		
2. Consultant will comply with all applicable laws related to the transportation and disposal of waste.		
3. Consultant will submit to the Director of Resource Management or designee a not-to-exceed cost estimate within 48 hours after an on-site visit with the Project Manager.		
4. Consultant will mobilize and start the abatement within 1 week following Project Manager approval of the estimate and authorization of the work.		
5. Consultant will coordinate with Project Manager all dates and times of operations. Once started, the project will be completed on consecutive days unless authorized by the Project Manager. <b>Consultant will not go to the properties without the Project Manager.</b>		
6. Consultant will be responsible for obtaining local permits, such as a demolition permit, as applicable.		
<b>B.</b>		
1. Consultant will provide all equipment, supplies, and personnel needed to conduct debris removal/cleanup and/or the demolition of structures in a timely and efficient manner in accordance with all appropriate state and federal regulations governing such work.		
2. Consultant shall contact the Project Manager to coordinate removal of household hazardous waste such as paint, antifreeze, etc.		
3. Consultant shall perform debris cleanup operations in such a manner as to minimize the potential of wind-blown dust and debris resulting from such operations. Should the Consultant use water in the cleanup operation, the		

	Consultant will collect contaminated water that would otherwise flow off the cleanup site.		
4.	Consultant will be responsible for related hazardous materials releases on-site and shall notify the Project Manager or the Environmental Health Division immediately if any toxic or hazardous wastes are discovered during the cleanup operations.		
5.	Consultant will arrange for all waste disposal and scrap metal or wood waste recycling. All items removed will be disposed of at an appropriate landfill or recycling facility.		
6.	Consultant will transport wastes to appropriate destinations at the end of each day or as the trucks are full.		
7.	Consultant will prepare manifests, inventories, receipts and other relevant documentation, including cubic yards or tonnage of solid waste removed from each site, number of tires and appliances.		
8.	Consultant will be responsible for payment of all applicable fees including tipping fees at the landfill and shall provide all load tickets for solid waste disposal.		
9.	All monies collected for recyclable materials shall be made payable to Shasta County and submitted to the Shasta County Department of Resource Management by Consultant.		
<b>C.</b>			
1.	Consultant will be solely responsible for transporting all wastes to the appropriate destination(s), unless other arrangements have been made and approved in writing by the County in advance.		
2.	The Consultant will be responsible for using appropriate containers and other equipment, vehicles, licenses, registration, and drivers as required by federal and state laws and regulations.		
3.	The Consultant assumes all responsibility allowed by law for all waste from the point at which it is collected and removed from properties by the Consultant to the point at which it reaches the disposal destination.		



**PRICING SHEET**

All equipment costs to include the Operator/Driver.

ITEM/EQUIPMENT	STANDARD RATE	PREVAILING WAGE RATE (if applicable)	
20-Yard P/U Dump	\$	\$	/ Hour
Support Truck with Misc Tools	\$	\$	/ Hour
Water Truck	\$	\$	/ Hour
Bobcat W/ Buckets	\$	\$	/ Hour
Bobcat Excavator	\$	\$	/ Hour
Roll Off Truck (Driver on/off Haul)	\$	\$	/Hour
Roll Off Trailer	\$	\$	/Hour
Cat Excavator	\$	\$	/ Hour
Portable Toilet	\$	\$	/ Day
Foreman	\$	\$	/ Hour
Laborer	\$	\$	/ Hour
Clerical	\$	\$	/ Hour
Overtime	\$	\$	/ Hour
Fuel Surcharge, if applicable.	\$	\$	/ Gal
Overhead, if applicable.	\$	\$	%

List any Additional Items or Equipment that may be used.

ITEM/EQUIPMENT	STANDARD RATE	PREVAILING WAGE RATE (if applicable)	
	\$	\$	/
	\$	\$	/
	\$	\$	/
	\$	\$	/
	\$	\$	/
	\$	\$	/
	\$	\$	/

[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]\****

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[\* 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

<b>BANKING INFORMATION:</b>			
<p><b>Print "VOID" across the front of a check and attach it to this form</b> or attach a printout from your financial institution that contains the correct routing and account number.</p>	<p style="text-align: center;">Choose One</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: center;"><input type="checkbox"/> Checking</td> <td style="border: none; width: 50%; text-align: center;"><input type="checkbox"/> Savings</td> </tr> </table>	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings		
	Bank Name:		
	Bank City: <span style="float: right;">Bank State:</span>		
	Routing #: <small>9 digits</small> <span style="float: right;">Account #:</span>		
<b>PERSONAL INFORMATION:</b>			
<p>Once activated, <b>ALL</b> 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.</p>	Vendor Name:		
	Street Address:		
	City: <span style="float: right;">State:</span>		
	Zip: <span style="float: right;">Phone:</span>		
	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