

REQUEST FOR PROPOSALS
GLENN COUNTY BOARD OF SUPERVISORS

ADMINISTRATIVE HEARING OFFICER

Request for Proposal No. 2020-01



Proposals must be received no later than 5:00 P.M. January 13, 2021

County of Glenn

Linda Durrer, Personnel Director

525 W. Sycamore Street, Suite A

Willows, California 95988

(530) 934-6451

INVITATION

The County of Glenn is seeking proposals from qualified attorneys, firms, and organizations to provide administrative hearing officer services. The requirements for responses to this request for proposals (RFP) are contained herein, including minimum qualifications, selection procedures, and information required to be submitted. Information regarding the County of Glenn may be found online at www.countyofglenn.net

DESCRIPTION OF SERVICES

The County of Glenn is seeking to retain the services of an attorney, firm or organization to provide administrative hearing officer services in accordance with the Glenn County Code and California Government Code section 27720 et seq. The administrative hearing officer services shall include those identified in California Government Code sections 27720 through 27728 and Chapter 2.28 of the Glenn County Code. The attorney, firm or organization chosen may also be called upon to provide similar services in other matters as authorized by the Glenn County Board of Supervisors.

The attorney, firm or organization chosen shall be required to provide an attorney with the requisite qualifications to preside over administrative hearings as the Administrative Hearing Officer in accordance with section 27724 of the California Government Code.

The attorney, firm or organization chosen will provide administrative hearing officer services for a period of three years at which time a new Request for Proposals shall be issued. Service as the County's Administrative Hearing Officer will not bar the attorney, firm or organization from submitting proposals to subsequent Requests for Proposals for those services.

PROPOSAL CONTENTS/REQUIREMENTS

Respondents to this RFP should include the following minimum information in their proposals. Failure to provide any of the following information may render the proposal non-responsive. Although there is no required format or page limit, please be concise and directly address each of the following requests. Any false information, misrepresentation or failure to reveal potential adverse client interest will be grounds for automatic disqualification and may result in your forfeiture of fees for any work completed.

- Name, address, telephone number of the attorney, firm or organization submitting the proposal.
- The name and California State Bar number of any attorney who will be providing administrative hearing officer services on behalf of the attorney, firm or organization.
- A brief description of the type of legal services usually provided by the attorney, firm or organization.

- The rate per hearing that would be charged for providing hearing officer services.
- For each attorney who will be providing administrative hearing officer services, information regarding the education and professional experience that qualify that individual to perform administrative hearing officer services.

MINIMUM QUALIFICATIONS

The proposal shall demonstrate that the individuals who will be providing administrative hearing officer services meet the following minimum qualifications:

- Must be an attorney who is not employed, managed, or controlled by the County of Glenn;
- Licensed to practice law by the California State Bar Association; and,
- Have a minimum of five (5) years of experience in the practice of law in the State of California

REMUNERATION

The attorney, firm or organization providing administrative hearing officer services to the County of Glenn shall be an independent contractor who receives no employee benefits, no workers compensation coverage from the County and no Internal Revenue Service withholdings are made from any compensation paid to that attorney, firm or organization. The successful applicant will be expected to enter into an independent contractor agreement with the County of Glenn in a form substantially similar to Attachment A.

EVALUATION AND SELECTION FACTORS

Proposals will be evaluated by the designated staff persons in the County. Proposals will first be evaluated as to responsiveness to the requirements of the RFP, but the County reserves sole discretion to make selections. The proposal will be considered responsive only if it complies in all material respects with the requirements of the RFP. If a proposal is determined to be non-responsive, the proposal will not be considered for review or retention. Proposals will be evaluated on the following criteria:

- Cost;
- Availability;
- Experience;
- Oral interview; and
- Best value to the County.

QUESTIONS

Questions regarding the proposal should be submitted in writing or emailed by January 6, 2021, at 5:00 p.m. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential proposers in a timely manner. The County will post responses to questions to all proposers by January 8, 2021, on the County of Glenn website. Questions should be addressed to:

Linda Durrer
Glenn County Personnel Director
525 W. Sycamore Street, Suite A
Willows, California 95988
(530) 934-6451
ldurrer@countyofglenn.net

A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be provided to all potential proposers.

SUBMISSION OF PROPOSALS

Proposals must be received no later than 5:00 p.m. on January 13, 2021.

Proposals received after the 5:00 p.m. deadline will not be considered. Reliance on the United States Postal Service will not excuse late proposals. Proposals must be signed by a duly authorized officer of the proposing organization, delivered along with all required documents, and plainly marked as follows:

Linda Durrer
Glenn County Personnel Director
525 W. Sycamore Street, Suite A
Willows, California 95988

All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the time specified for receipt will not be considered unless it is received before an award is made and it is determined by the County that consideration of the proposal is in the best interests of the County.

All costs of the proposal preparation shall be the responsibility of the proposer.

All materials submitted in response to the proposal become the property of the County and may be returned only at the County's option and the proposer's expense.

The original and three (3) copies of the proposal package must be completed and submitted as outlined above.

Proposers must be aware that the submission of a proposal in response to this RFP shall create a contractual liability to perform according to the enclosed contract if the proposal is accepted by the County for the award of the contract.

Proposers will be required to conform to all applicable provisions of law and regulations.

Any proposal may be declared irregular and not considered for award of the contract if it is conditional, incomplete, or not responsive to the proposal, or contains any alteration of form or irregularity that would prevent it from being compared to other proposals.

The County reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the proposal requirements if awarded the contract.

The County reserves the right to reject any and all proposals, and to cancel the procurement process. The justification supporting the reason for any type of rejection shall be submitted to the proposer(s) in writing.

After review of all proposals and a recommendation for award of contract is made, all proposers shall be notified in writing of the recommendation.

The County reserves the right to negotiate a contract with the successful proposer including to further negotiate the proposed scope of work, method of delivery and amount of compensation.

CONTRACT AWARD

The contract award will not be based solely on price, but a combination of factors determined to be in the best interest of the County submitted by a responsive, responsible, and qualified proposer approved by the County.

Payment for services under any contract resulting from this RFP is dependent upon the availability of County, State, and Federal funding.

PROTESTS

Following notification to proposers of the recommendation for award of contract, protests may be submitted to the County regarding the proposal process and selection of the Administrative Hearing Officer. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The County shall consider any protest or objection regarding the award of the contract, providing it is submitted in the time period stated above.

Protests shall be in writing and shall be addressed to:

Linda Durrer
Glenn County Personnel Director
525 W. Sycamore Street, Suite A
Willows, California 95988

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The County shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

ATTACHMENTS

Sample Agreement.

1. INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2021, by and between Glenn County, a political subdivision of the State of California (“County”), and *name of Contractor* (“Contractor”).

RECITALS:

A. County has determined that it is desirable to retain Contractor to provide *Administrative Hearing Officer services*; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a *[sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation]*, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit “A” which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include *providing Administrative Hearing Officer services* (“Services”).

2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be *[the Fixed price, Annual price, Monthly price or Hourly rate]* set forth in Exhibit "B" which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars (\$XXXXX.XX).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties

agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

*Scott H. De Moss
County Administrative Officer
525 W. Sycamore Street, Suite B1
Willows, California 95988
Telephone: (530) 934-6400*

If to Contractor:

*Contractor Name
Address
City, State, Zip
Telephone:*

Notice shall be deemed to be effective two days after mailing.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold

harmless the County, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

11. Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation: Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees).*

iv. Professional Liability (Errors and Omissions) Insurance: Appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

iv. Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

v. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

vi. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

vii. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

viii. Verification of Coverage: Consultant shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

x. Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Contractor shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted,

then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF GLENN

CONTRACTOR

By: _____
[Name of Department Head]
Deputy Glenn County Purchasing Agent

By: _____
Authorized Representative
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule