



REQUEST FOR QUALIFICATIONS

GLENN COUNTY
PUBLIC WORKS AGENCY

COUNTY INTEGRATED WASTE MANAGEMENT PLAN

PUBLICATION DATE: OCTOBER 4, 2023

STATEMENT OF QUALIFICATIONS SUBMISSION DEADLINE DATE: NOVEMBER 1, 2023 BY 3:00 P.M.

ISSUED BY:
DONALD RUST
PUBLIC WORKS DIRECTOR
GLENN COUNTY PUBLIC WORKS AGENCY
P.O. BOX 1070
WILLOWS, CA 95988
(530) 934-6530

PAGE INTENTIONALLY BLANK

TABLE OF CONTENTS

1	INTRODUCTION.....	1
1.1	PROJECT DESCRIPTION.....	1
1.2	BACKGROUND.....	2
2	SCOPE OF SERVICES.....	5
2.1	MANAGEMENT PLAN	5
2.1.1	<i>Summary of Current and Future Operations.....</i>	<i>5</i>
2.1.2	<i>Strategic Plan (SP).....</i>	<i>5</i>
2.1.3	<i>Site Development Plan (SDP).....</i>	<i>6</i>
2.1.4	<i>Capital Improvement Plan (CIP).....</i>	<i>6</i>
2.1.5	<i>Rate Analysis (RA).....</i>	<i>7</i>
2.1.6	<i>Residuals Management Plan (RMP).....</i>	<i>7</i>
2.2	TIMELINESS TO PERFORM.....	7
2.3	MISCELLANEOUS ITEMS	7
3	STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT	9
3.1	RESPONDENT ADMONISHMENT	9
3.2	COUNTY NOTICES	9
3.2.1	<i>Miscellaneous.....</i>	<i>9</i>
3.2.2	<i>Model Contract.....</i>	<i>11</i>
3.2.3	<i>Disclosure of Information</i>	<i>11</i>
3.3	SUBMITTAL REQUIREMENTS.....	11
3.4	SUBMITTAL DEADLINE	12
3.5	MINIMUM MANDATORY SOQ CONTENTS	12
3.5.1	<i>Cover Letter</i>	<i>12</i>
3.5.2	<i>Table of Contents.....</i>	<i>12</i>
3.5.3	<i>Consultant Firm Capabilities, and Organization</i>	<i>12</i>
3.5.4	<i>Experience Summary.....</i>	<i>12</i>
3.5.5	<i>Project Understanding/Approach</i>	<i>13</i>
3.5.6	<i>References.....</i>	<i>13</i>
3.5.7	<i>Proposed Schedule</i>	<i>13</i>
4	SELECTION PROCESS	14
4.1	EVALUATION CRITERIA.....	14
	TENTATIVE PROCUREMENT SCHEDULE.....	16
4.1.1	<i>County Contact Information</i>	<i>16</i>
4.2	QUESTIONS	16
	APPENDIX A- MODEL AGREEMENT FOR PROFESSIONAL SERVICES	17

PAGE INTENTIONALLY BLANK

1 INTRODUCTION

The Glenn County Public Works Agency (County) is seeking Statement of Qualifications (SOQs) from a firm or team of firms under a lead consultant whose combination of resources, experience and expertise will provide capable and timely delivery of professional services for development of a County Integrated Waste Management Plan (Plan).

1.1 Project Description

The Glenn County Public Works Agency owns and operates the Glenn County Solid Waste Site located at 5700 County Road 33, Artois, CA 95913. Main offices are located at Glenn County Public Works Agency, 777 North Colusa St. Willows, CA 95988. With the ongoing changes to regulations on recycling, monitoring, reporting, and material diversion, Glenn County is seeking a County Integrated Waste Management Plan or other similar document that will provide long-term guidance for the site's development.

Components of the Management Plan should include (at minimum):

- **Summary Report** – Summary of existing technical information, reports and studies related to the site's physical conditions. Summary of current and foreseeable regulatory requirements for future operations. Summary of potential technologies that may be considered for future operations. Identification of opportunities and challenges in the development of the solid waste site.
- **Strategic Plan (SP)** – Analysis of alternatives and efficiencies for future solid waste site operations.
- **Site Development Plan (SDP)** – A plan of how the solid waste can be developed to support future facilities and programs identified in the SP.
- **Capital Improvement Plan (CIP)** – Identify and assess the cost of improvements needed to meet minimum operational and regulatory requirements. Identify and assess value of emerging technologies that may be necessary for future site operations. Identify improvements to reduce costs, improve safety, increase performance measures, and enhance public interaction and customer service. Schedule costs for inclusion in the SP.
- **Rate Analysis (RA)** – Perform financial assessment of solid waste site operations that includes alternatives identified in the SP, CIP and RMP. Develop a rate analysis and alternatives with comparison to similar facilities and present alternatives for future operations in the SP.
- **Residuals Management Plan (RMP)** – Consider programs, equipment, and facilities to maximize potential for recovery and/or reutilization of residuals generated from disposal operations, including recyclables, hazardous waste, leachate, landfill gas, and septage. The RMP should also include a benefit-cost analysis to determine the validity of these options.

The Management Plan should present a strategy of optimizing the remaining development of the solid waste site which reflects the County's current and emerging needs and space allocation. It will serve as a communication tool with regulators, the County Board of Supervisors, neighbors, employees, and other stakeholders in answering questions, making decisions on site utilization, preparing and identifying future capital improvement needs, providing guidelines for orderly expansion and assisting with future permit requirements.

1.2 Background

The Glenn County Solid Waste Site is owned and operated by the Glenn County Public Works Agency as an Enterprise Fund. The County operates a large-volume (greater than 100 tons per day) solid-waste transfer station located within the property of the closed Glenn County Class III solid waste landfill.

The existing landfill and transfer station facility both operate under separate Solid Waste Facility Permit (SWFP) and solid-waste information system (SWIS) numbers, as issued by the Glenn County Environmental Health Department.

The transfer station receives industrial and municipal wastes from Glenn County. The waste is transported to the most cost-effective facility that is permitted to accept waste from out-of-area sources (Anderson Landfill). The facility was selected through a competitive-bid process. The current SWFP for the transfer station (11-AA-0036) allows a maximum of 200 tons per day for transfer/processing.

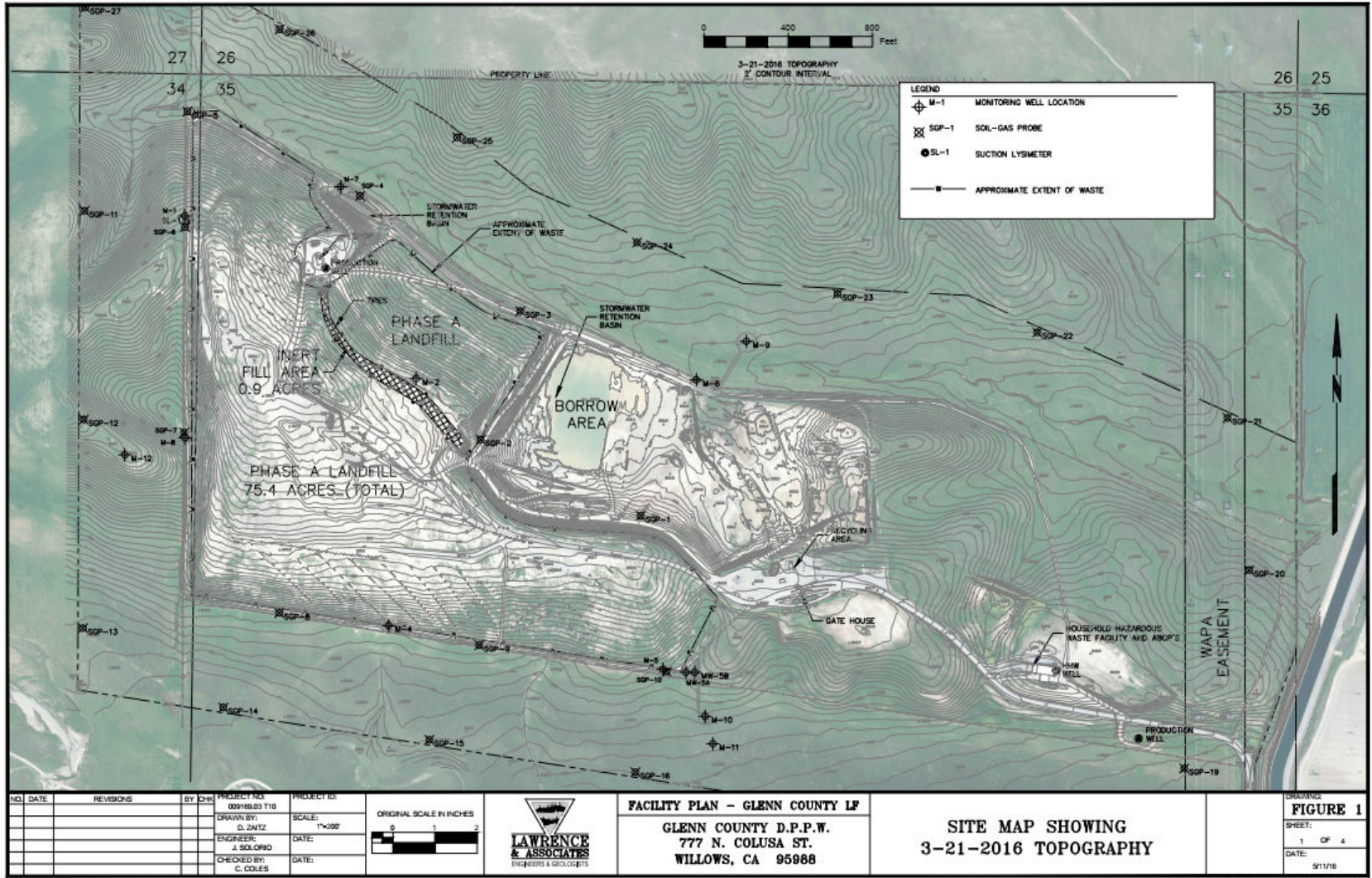
The Glenn County Solid Waste Site encompasses 356.39 acres of land located in a rural setting bordered by land zone for agricultural use (see Figure 1).

Facilities include an office, scale house, maintenance shop, recycling area, and transfer station.

The current hours of operation are as follows: the gate is opened for franchised waste haulers at 7:30 A.M., and the public is admitted at 8:00 A.M.; waste loads are not accepted after 4:30 P.M., and operations cease with gate closure at 5:00 P.M. The transfer station is currently closed on Sundays. The site is also closed on the Federal Holidays of New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Glenn County has been operating without an updated CIWMP since March 1998.

Figure 1 – Site Map Showing Topography



NO.	DATE	REVISIONS	BY	CHKD

PROJECT NO:	009166.03 T10
PROJECT TITLE:	FACILITY PLAN - GLENN COUNTY LF
DRAWN BY:	G. ZATZ
SCALE:	1"=200'
ENGINEER:	J. SOLOVIO
DATE:	
CHECKED BY:	C. COLES
DATE:	

ORIGINAL SCALE IN INCHES
0 1 2



FACILITY PLAN - GLENN COUNTY LF
 GLENN COUNTY D.P.P.W.
 777 N. COLUSA ST.
 WILLOWS, CA 95968

SITE MAP SHOWING
 3-21-2016 TOPOGRAPHY

DRAWING	FIGURE 1
SHEET:	1 OF 4
DATE:	5/1/16

FL:\PROJECTS\glenn county\009166\100-000.dwg 2016 5/1/16

2 SCOPE OF SERVICES

Submitting firm will be expected to perform the items of work listed below at a minimum. This scope of work is considered a baseline of the direction the County envisions for the Master Plan. The Respondent may choose to present a different direction using this baseline. In addition, the County is open to alternative (but similar) approaches successfully implemented in other agencies with similar needs to Glenn County.

2.1 Management Plan

The Management Plan will be composed of summaries, plans and analyses as follows:

2.1.1 Summary of Current and Future Operations

Provide a comprehensive report that summarizes in detail the existing operations of the solid waste site and provides alternatives and guidance for future site development based on changing regulations and technologies that include the following considerations:

- Estimated future waste generation, confirm site capacity and operating life expectancy.
- Estimate long term annual operating costs, closure and post closure liability costs.
- Summarize regulatory requirements that includes (but it not limited to) organic waste reduction.
- Summarize other anticipated technologies or regulatory requirements that should be considered in creating a Master Plan.
- Identify opportunities and challenges in the development of the solid waste site.

2.1.2 Strategic Plan (SP)

Develop strategies to successfully plan for the future. The SP will present alternative plans based on CIP, RA and RMA analyses, and make recommendations, when appropriate. Consider the following in preparing the SP:

- Regulatory requirements with consideration of SB 1383 in particular.
- Recommendations from the CIP.
- Recommendations from the RA.
- Recommendations from the FMA.
- Emerging technologies.
- Market conditions from new regulations and competing disposal sites.
- Operational efficiencies.
- Waste diversion and disposal alternatives.

2.1.3 Site Development Plan (SDP)

- Develop a site plan(s) that includes facilities and operations. The SDP will visually present alternatives identified in the SP. Consider the following in developing a site plan:
 - Improvements in operational efficiencies.
 - Existing limitations with regard to topography, property boundaries and infrastructure.

- Alternative recommendations from the SP may require multiple SDP's.
- The SDP shall be a well labeled map/figure of facilities and traffic movements.
- The SDP map/figure shall include a narrative to explain operational efficiencies, cost savings, safety features, public interface enhancements, and other benefits associated with the improvement.

2.1.4 Capital Improvement Plan (CIP)

Identify required improvements to meet operational and regulatory requirements and consider improvements to increase operational efficiencies, cost savings, safety and public enhancement. Identify emerging technological improvements. Estimate cost of capital improvements. Develop a plan to prioritize the types of improvements. Prepare a long-term capital improvement schedule/cost based on SP alternatives.

Improvements to assure continued operations in compliance with regulations that may consider:

- Design and construction of additional lined modules.
- Installation of landfill gas collection wells.
- Replacement of worn vehicular equipment.
- Facilities in compliance with SB 1383.
- Improving storm water containment.
- Improving leachate containment.
- Installation of a material recovery / resale facility.

Improvements to reduce costs, improve efficiency.

2.1.5 Rate Analysis (RA)

Analyze the enterprise fund balance and determine necessary revenues and reserves to maintain operations. The revenue analysis shall consider SP, CIP and RMP alternatives. The reserves analysis shall consider closure/post-closure liabilities.

- Prepare a financial model to calculate and evaluate the present and future costs of solid waste operations.
- Complete an asset inventory and prepare a life cycle analysis/schedule.
- Prepare rate analysis and comparison based on SP, CIP and RMP alternatives.
- Compare proposed rates with comparable facilities.
- Prepare impact analysis for gate fees and commercial haulers.

2.1.6 Residuals Management Plan (RMP)

The State of California has approved regulations (SB 1383) which requires the County to implement organic waste (food, green waste and some wood waste) recycling / diversion programs. The County currently has programs for recycling and hazardous waste as well as a contracts to convert landfill gas to electricity and collect septage for transfer to a treatment facility. The RMP will summarize the existing programs and identify opportunities to improve efficiencies and reduce costs. The RMP will consider future potential regulations that may mandate installation of facilities. Possible facilities may include:

- Conversion of septage to bio-solids facility.
- Material recovery / resale facility.
- California Reduction Value (CRV) facility.
- Hydrogen plant energy conversion facility.
- Other emerging technologies.

2.2 Timelines to Perform

Please provide a discussion that addresses your firm's approach and the perceived timeline to start work, the available resources to accomplish the task, and anything else that can deliver sound results promptly.

2.3 Miscellaneous Items

Please provide a discussion that addresses other miscellaneous items not necessarily included in the aforementioned scope of services but may be applicable for project completion. This may include – but is not limited to – the following topics:

- The need for environmental analysis or documentation (CEQA).

- Considerations for public outreach and community workshops to gather public input and feedback.
- Project milestone discussions with the Board of Supervisors.
- Project messaging and branding discussion.
- Potential grant opportunities (if applicable).
- Discussion or blueprint for implementation of elements of this Master Plan.
- Feasibility for near-term property acquisition based on findings from this Master Plan.
- Financing options and opportunities to implement elements of this Master Plan.

3 STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

Responses to the Request for Qualifications (RFQ) must follow the requirements set forth in this section. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal.

3.1 Respondent Admonishment

Respondents are considered any firm, team of firms, or individuals that are responding to this solicitation. Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Qualifications (RFQ).
- ✓ Ask for clarification before the final due date of questions.
- ✓ Immediately inform the County of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

3.2 County Notices

3.2.1 Miscellaneous

All Respondents responding to this RFQ shall note the following:

- a. All work performed for Glenn County, including all documents associated with the project, shall become the exclusive property of Glenn County.
- b. The selected firm is expected to perform and complete the project in its entirety.
- c. Any and all costs including travel, arising from development and delivery of a response to this RFQ incurred by any proposing firm shall be borne by the firm without reimbursement by Glenn County.
- d. The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of Glenn County. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e. The opening of submittals in response to this Solicitation is not subject to attendance by the general public.
- f. The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
- g. Issuance of this Solicitation in no way constitutes a commitment by the County to award a contract. If the County determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.

- h. Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard County Contract and comply with County insurance requirements. The County may modify the contractual requirements of the contract prior to execution of a contract for services.
- i. The County reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The County reserves the right to award more than one contract if it is in the best interest of the County.
- j. The County reserves the right to reject any or all submittals received if the County determines that it is in its best interest to do so. Further, the County may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
- k. The County may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l. The County may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
- m. Firms that submitted an SOQ in response to an RFQ but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Public Works Agency 777 North Colusa Street, Willows, CA 95988. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Willows, California.

3.2.2 Model Contract

The firm selected shall be expected to execute a contract substantially as attached hereto as Appendix A. However, County reserves the right to substitute this agreement with a different agreement if deemed necessary.

3.2.3 Disclosure of Information

All information and materials submitted to the County in response to this RFQ may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a firm's proposal contains any such proprietary information or trade secret that the firm does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the firm as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any firm's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the firm agrees to defend, indemnify, and hold harmless the County, its officers, volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopyrighted composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this Solicitation and any potential subsequent purchase order or contract. Your submission of a response is considered your consent to the County's disclosure of the submitted information.

3.3 Submittal Requirements

Use 8-1/2" x 11" sheets (11x17" landscape format fold outs are acceptable for charts, images etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10-point. Type of font is unregulated.

Submissions shall contain two (2) signed, bound hard copies, printed material on 8-1/2" x 11" paper and one (1) electronic copy provided in CD or thumb drive format.

Signature of someone authorized to sign an agreement for the firm or entity submitting the proposal shall sign the cover letter.

Submissions may also include color and fold out charts and graphs, if Respondent feels needed to adequately present material.

While page numbers are not limited in the proposals, evaluations will account for efficient and succinct prose and diction.

Statement of Qualifications are to be submitted by mail to the following address by the submittal deadline:

**DONALD RUST
PUBLIC WORKS DIRECTOR
RFQ – SOLID WASTE MASTER PLAN
P.O. BOX 1070
777 NORTH COLUSA STREET
WILLOWS, CA 95988**

3.4 Submittal Deadline

Statement of Qualifications shall be submitted on or before November 1, 2023 by 3:00 PM.

3.5 Minimum Mandatory SOQ Contents

Submitted SOQs must include the following materials and information. The order or sequence of this material is not regulated, but rather is left to the discretion of the Respondent to provide in a format and sequence that is believed to best communicate the information.

3.5.1 Cover Letter

Provide a maximum two-page Cover Letter and introduction, and shall include the name and address of the Respondent submitting the SOQs, together with the name, address and telephone number of the contact person who will be authorized to make representations for the Respondent, the Respondent's federal tax ID number and a list of subcontractors, if any.

3.5.2 Table of Contents

Provide a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.

3.5.3 Consultant Firm Capabilities, and Organization

Provide a description of the Respondent's firm or team of firm's history and range of services and resources for successfully developing and completing similar projects. Please include the following:

- Name, location and size of firm
- An organizational chart showing management staff
- Examples of landfill-related experience and contract person for each example.
- If applicable, provide a list of subconsultants you expect to utilize for this project and the work they would perform.

3.5.4 Experience Summary

Describe related past projects completed along with a discussion comparing similarities with this proposed project. Please include:

- Number and nature of staff to be used
 - Fully describe experience in providing services at it relates to this type of project.
 - Submit the resumes of key staff, including the project manager(s) and technical staff, noting who will be responsible for what aspects of the work and explaining their experience in those specific areas.
 - For firms utilizing multiple offices, indicate the office location of each key staff.
- Experience on similar projects within the last 3 years.
- Experience with landfill planning.
- Experience in the public sector.

3.5.5 Project Understanding/Approach

Provide a brief discussion clarifying the firm(s)'s approach for development of a Master Plan. This may include, but is not limited to:

- How your firm would communicate with County staff.
- How your firm manages projects.
- Your firm's understanding of current and future regulations and how it impacts the Master Plan.
- Your firm's knowledge of alternative technologies with regard to energy and residuals management.
- Your firms' vision of what the Master Plan would look like and how alternatives would be presented.
- Your firm's approach to making recommendations based on its analyses.
- Any limitations in context to the scope of services for this proposal.

3.5.6 References

Include a minimum of three (3) references for whom this type of work has been or is being performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number and email address.
- Detailed description of services provided similar to the services outlined in the Scope of Work.

3.5.7 Proposed Schedule

Include a proposed schedule coinciding with your firm's approach for development of a Master Plan.

4 SELECTION PROCESS

The selection committee may include representatives from the Public Works Department of the County. The criteria for selecting the firm may include but are not limited to: Experience, Capability, Understanding, Approach, Staff, and Schedule.

4.1 Evaluation Criteria

This is a qualifications based solicitation for professional services. Please do not provide cost or compensation rate tables with the SOQs. Costs will be discussed and negotiated with the highest ranked firm. If negotiations do not yield resolution with respect to cost and understood expected level of effort, then negotiations may commence with the next highest ranked firm until either successful negotiations prevail, or this solicitation is collapsed and resolicited.

Refer to the evaluation-scoring table below.

- a. Consultant Experience: Does the Respondent have sufficient similar experience in the kind of work required?
- b. Project Understanding: Does the Respondent demonstrate understanding of changing technologies and regulations and how they affect the direction of the landfill's Master Plan. Does the Respondent demonstrate knowledge of alternate means of energy and residuals management?
- c. Project Approach: Does the Respondent demonstrate a vision of changes that need to be made to meet the County's needs through closure/post closure of the landfill. Does the firm's approach meet the County's goals for presenting alternatives and recommending difficult decisions?
- d. Staff Experience: Does the Respondent employ quality personnel that will be directly involved in this project and possess the education and experience to successfully complete all tasks? What is their availability? Are references able to corroborate statements?
- e. Schedule: Does the Respondent have a reputation of being reliable, delivering on schedule and performing tasks to the satisfaction of its clients? Does the proposed schedule meet the County's timeline?

Table 1: Evaluation Criteria

CRITERIA	WEIGHT
Relevant Consultant Experience	20%
Project Understanding	15%
Project Approach	35%
Key Staff Experience and Expertise	20%
Schedule	10%
Total:	100%

Selection will involve evaluating the qualification for the purpose of establishing the most qualified Respondents. The highest ranked/most qualified respondent will be contacted to provide a draft scope of work, terms and conditions and pricing with the prospective Respondent.

Tentative Procurement Schedule

EVENT/ ACTION	ANTICIPATED DATE (SUBJECT TO CHANGE)
Solicitation Publication	October 4, 2023
Final Date to Submit Questions and Requests for Clarification	October 18, 2023
Questions Answered via Addendum(s)	October 25, 2023
Submittals Due	November 1, 2023
Preliminary Evaluation Completed	November 15, 2023
Evaluation Completion	December 1, 2023
Begin Negotiations with Highest Ranked Firm	December 2, 2023

4.1.1 County Contact Information

Any and all communication regarding this Solicitation shall be made via email to solidwaste@countyofglenn.net

4.2 Questions:

Questions and requests for clarification may only be submitted via email. Questions and the corresponding answers will be available to all potential Respondents and other interested parties. Questions shall be submitted no later than **October 18, 2023**. The County will provide answers and clarifications by posting an addendum(s) through addendum by **October 25, 2023** so all Responders receive consistent information. It is the responsibility of all interested firms to access this information. **Questions received after October 18, 2023 will not be answered.**

END OF REQUEST FOR QUALIFICATIONS

APPENDIX A

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2022, by and between Glenn County, a political subdivision of the State of California (“County”), and *name of Consultant* (“Consultant”).

RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide *brief description of services to be provided*; and
- B. Consultant 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. Consultant represents and warrants that Consultant 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. Consultant represents and warrants that Consultant advertises these services to and contracts with entities other than County; and
- E. Consultant represents and warrants that Consultant 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 Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

- 1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant 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 *provide brief scope of work description* (“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 Consultant 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 Consultant or furnish any other consideration under this Agreement and Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant 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. County's Representative. County hereby designates *[Name of County Representative]*, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Consultant's Representative. Consultant hereby designates *[Name of Consultant's Representative]*, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. 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:

*Department Contract Administrator
Address
Willows, California 95988
Telephone:*

If to Consultant:

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

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

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant 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 Consultant herein and Consultant shall have the right to provide the same or similar services to entities other than County without restriction. Consultant 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. Consultant 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 Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant 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 Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant'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, Consultant 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 Consultant under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant'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, Consultant 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.

9. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant 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 Consultant.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this

Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of County, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Consultant receive a subpoena or court order related to this Agreement or Services, Consultant shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Consultant shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Consultant shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Consultant may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Consultant agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Consultant's officers, employees, representatives, agents, and subcontractors comply with this provision. Consultant further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Consultant's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Consultant shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Consultant's indemnification of the County, Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. 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 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 certifies that it has no employees*).

Consultant certifies that it has no employees: _____
Signature of Consultant

(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. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

2. If 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.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

B. Other Insurance Provisions.

1. 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 Agreement, 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 of California 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 Services; and

(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, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. 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.

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

4. Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of

insurance has not been furnished to County. County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. 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 Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Consultant'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 Consultant from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

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

14. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors 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. Consultant shall coordinate the activities of all subcontractors 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 Consultant of any defect in Consultant's performance.

C. The Services shall be performed by Consultant or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

B. County and Consultant 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.

16. Compliance with Law. Consultant 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.

17. Prevailing Wages.

A. Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Consultant or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Consultant specifically acknowledges that County has

not affirmatively represented to Consultant in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Consultant hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Consultant acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Consultant acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. 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.

B. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its

officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. 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.

22. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Consultant shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

26. Conflict of Employment. Employment by Consultant of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Consultant of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Consultant securing this or related Agreements with County, is prohibited.

27. 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.

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

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

30. 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.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. 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.

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

35. 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.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Consultant warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Consultant.

38. 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.

COUNTY OF GLENN

CONSULTANT

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