

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Lechowicz & Tseng municipal consultants, hereinafter referred to as "Consultant", collectively referred to as the "parties".

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Definitions, Exhibit B – Scope of Services, Exhibit C – Fiscal Provisions, and Exhibit D – Compliance Provisions, the Agreement shall prevail.

2. TERM. This Agreement shall commence on _____ 2025, and shall terminate on December 31 2030, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Consultant has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Consultant will be based on each issued Task Order's Scope of Services for a particular project and will be based on the not to exceed pre-priced tasks and or hourly rates included in Exhibit "B"

Consultant shall submit a Proposed Service Plan for each Project / Task Order Request that County requests to be performed under this Agreement. County either will approve or disapprove each Proposed Service Plan. The County's approval shall be evidenced by a finalized Task Order executed by both parties. Task Orders shall be numbered sequentially, starting with number one (1), and shall reference this Agreement. Each finalized Task Order shall become a part of this Agreement.

The County shall compensate Consultant for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Consultant is not in default under any provisions of this agreement. Compensation to Consultant is contingent upon appropriation of federal, state and county funds.

Consultant understands and agrees that County may have entered into multiple professional services agreements with other Consultants and County has the authority to assign Work/Task Orders at its sole discretion.

4. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Consultant.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Consultant shall be paid a prorated amount for the services provided up to the date of termination.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Consultant and County executed by Special Districts Administrator.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Special Districts Administration
230 N. Main St.
Lakeport, CA 95453
Attn: Robin Borre

Consultant
Lechowicz & Tseng Municipal Consultants
909 Marina Village Parkway #135
Alameda, CA 94501
Attn: Alison Lechowicz

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Definitions
Exhibit B – Scope of Services
Exhibit C – Fiscal Provisions
Exhibit D – Compliance Provisions

8. **TERMS AND CONDITIONS.** Consultant warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONSULTANT

CHAIR, Board of Supervisors

Alison Lechowicz
Lechiwicz & Tseng Municipal Consultants

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By: 
Carlos Torrez
SR. Dep. County Counsel

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

EXHIBIT “A” – DEFINITIONS

“Administrator” means the Administrator of Lake County Special Districts or his/her designee.

“Application for Compensation” means written form for a request from Consultant, to be paid for completed work.

CAD: Computer Aided Design

CalOSHA: California Occupational Safety and Health Administration

CFR: Code of Federal Regulations

“County” means Lake County Special Districts acting on behalf of CSA #1 Lighting Districts, CSA #2 Spring Valley, CSA #6 Finley, CSA #13 Kono Tayee, CSA #20 Soda Bay, CSA #21 North Lakeport, Kelseyville County Water Works District #3, and Lake County Sanitation District.

“Compensation” means amounts paid for services under this Agreement.

“Consultant” means Lechowicz + Tseng Municipal Consultants and its officers, partners, employees, agents and representatives, as well as all Sub-Consultants, if any, and all other persons or entities for which Consultant is legally responsible.

DIR: Department of Industrial Relations

“Finalized Task Order” means a written agreement, authorized by both parties, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

GIS: Geographic Information System

HIPAA: Health Insurance Portability and Accountability Act of 1996

“On-Call Contract” means a contract used by the County, through with a task order, on an as-needed basis, shall be issued for work or services, as determine by the County.

PDF: Adobe Acrobat Portable Document Format

“Project” means the capital improvement / construction / design development undertaking of the County.

“Proposal” means Consultant’s Proposal to provide service for a project.

“Proposed Service Plan” means a detailed plan outlining how and when the County-requested Work or services shall be provided by the Consultant.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

“Proposed Task Order Request” means a request to the Consultant to submit a Proposal for a specific Project, as further defined herein.

QA/QC: Quality Assurance / Quality Control

SCADA: Supervisory Control and Data Acquisition

“Scope of Services” means the services described in Exhibit “B” herein.

“Services” means those services described in the Scope of Services, as set out in an issued Task Order.

“Task Order” means a Work order issued to Consultant setting forth the agreed to Scope of Services / Work, pricing and associated terms for an individual Project.

USC: United States Code

“Work” means the services required by the issued Task Order, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Consultant or any Sub-Consultant, material supplier or any other entities for which Consultant is responsible to fulfill Consultant’s Task Order obligations.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

EXHIBIT “B” – SCOPE OF SERVICES

1. CONSULTANT RESPONSIBILITIES.

- 1.1. CONSULTANT shall perform the Work identified in the Scope of Work. County shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. As stated in Section 2 herein, Consultant understands and agrees that County makes no minimum guarantees with regard to the amount of Work, in any, which Consultant may be extended un this Agreement.
- 1.2. This Agreement is an On-Call, Task Order or indefinite delivery agreement for **On-Call Rate and Fee Study Services** and such other services that are required for Consultant to provide or are associated with **On-Call Rate and Fee Study Services**. Specific requirements as to location, conditions, procedures and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each request. Assigned and accepted Task Orders to Consultant shall be incorporated into and become a part of this Agreement.
- 1.3. Consultant shall provide **On-Call Rate and Fee Study Services** and all associated services required for Consultant to provide such Services, pursuant to this Agreement, as further defined in individual Task Orders. Services may include, but are not limited to, the following:
 - 13.1. User fee establishment for Development and other users, permit fees, plan review fees, impact fees, developer fees, district master fee schedule, miscellaneous fees, late fees, lookoff's, and main line extension fees.
 - 13.2. Street Lighting Districts (Anderson Springs, Clearlake Oaks, Glenhaven, Kelseyville, Lower Lake, Lucerne, Middletown, Upper Lake, Clearlake Keys).
 - 13.3. Prop 218 Rate Studies for Districts in the Lake County Sanitation Districts (Southeast, Middletown, Anderson Springs, Kono Tayee, Northwest, Upper Lake, Nice, Lucerne) Corinthian Bay, Finley/Land's End, Kelseyville, South Lakeport, North Lakeport).
 - 13.4. Prop 218 Rate Studies for Water Districts (Kono Tayee, Soda Bay, Kelseyville, North Lakeport, Finley, Spring Valley).
 - 13.5. District Consolidations and Formations.
 - 13.6. Propositions 13 and 218 process, documentation preparation, community outreach meetings and support to district staff.
- 1.4. Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime,

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

night, weekend and holiday services, as requested by County. Persons retained by Consultant to perform Work pursuant to this Agreement shall be employees or Sub-Consultants of Consultant.

- 1.5. Consultant shall not commence Work on any authorized and issued Task Order, pursuant to this Agreement, until thoroughly being briefed on the scope of a project and being notified by County in writing to proceed. Should the scope of Work of an issued Task Order subsequently change, either Consultant or County may request a review of the anticipated services, with an appropriate adjustment in compensation.
- 1.6. Consultant, in consideration for the compensation herein provided, shall render the professional services described in this Section 1 Consultant Responsibilities, that are necessary for the advancement of a project to substantial completion.
- 1.7. Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined in each County authorized Task Order and in accordance with the Consultant's Fee Schedule, attached hereto and incorporated herein. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with County and with the approval of the Administrator for each authorized Task Order and as provided in this Agreement.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS



909 Marina Village Parkway #135
Alameda, CA 94501
(510) 545-3182
LTmunicconsultants.com

Fee Schedule

Lechowicz & Tseng Municipal Consultants' Fee Schedule listed below applies to all tasks included in our technical proposal. Our hourly rates are \$230 for principals, \$150 for financial analyst II, and \$120 for financial analyst I. Professional time rates include all overhead and indirect costs. Direct expenses incurred on behalf of the client such as travel or printing costs will be billed at cost, absent markup.

Below is our proposed rate schedule for the 5-year contract period. These rates will apply uniformly to all tasks outlined in the County's Request for Proposals.

Year	Principal \$/hr	Financial Analyst II \$/hr	Financial Analyst I \$/hr
FY2025-2026	\$230	\$150	\$120
FY2026-2027	\$240	\$160	\$125
FY2027-2028	\$250	\$170	\$130
FY2028-2029	\$260	\$180	\$135
FY2029-2030	\$270	\$190	\$140

FY is July 1 to June 30

As needed, L&T will retain third-party consultants/subcontractors such as Professional Engineers (P.E.), land surveyors, special tax consultants, attorneys, and others. Third-party consultants or subcontractors will be billed at cost (their time and materials) plus a 5% markup for L&T administration.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

2. **REPORTING REQUIREMENTS.** Consultant shall submit monthly progress reports with their invoice in a format approved by County.
3. **RECORDS RETENTION.** Consultant shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Consultant shall retain the records until resolution of litigation or audit. After the retention period has expired, Consultant assures that confidential records shall be shredded and disposed of appropriately.
4. **TASK ORDER / SERVICE REQUEST PROCESS**
 - 4.1 When County has a Project for which it desires to procure **On-Call Rate and Fee Study Services**, County shall notify Consultant by issuing a proposed Task Order Request. Each proposed Task Order Request shall include, at a minimum: the name of the project; the location of the project; copies of or access to project documentation (such as specifications, environmental reports, or drawings) needed by Consultant to prepare a Proposal; a project schedule, to include any specific deadlines for performance of **On-Call Rate and Fee Study Services**; any project-specific insurance requirements necessitated by the Work, which may require additional types of coverages or higher levels of coverage for Consultant than are required by the Agreement; and a deadline for providing County with a Proposal based on the above supplied information.
 - 4.2 Consultant shall prepare and submit to County, within the deadline stated in a proposed Task Order Request, a Proposal for the desired services which shall include, at a minimum: Scope of Services; specific staffing; and an estimate of Task Order cost to County, based on the rates and fees agreed upon in **Exhibit B, Section 1**; Consultant's approved Fee Schedule. By submitting a Proposal, Consultant thereby agrees to perform the requested service(s) within the time stated in the proposed Task Order Request.
 - 4.3 Consultant and County shall negotiate the Proposal. Once Consultant and County reach mutual agreement as to scope, necessary staffing, scheduling and total cost, County shall issue a finalized Task Order, to be accepted by both parties evidencing the agreed upon scope and costs.
 - 4.4 The Administrator has the authority to execute a Task Order on behalf of County, so long as such finalized Task Order does not exceed the threshold dollar value of \$100,000 and funds are provided for in the project budget. Otherwise the Task Orders will be executed by the Lake County Board of Supervisors acting as the Board of Directors for Lake County Special Districts.
 - 4.5 Consultant shall not proceed with services until a finalized Task Order has been negotiated and accepted by both Consultant and County, Consultant receives a written Notice to Proceed from

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

County and all documents required by County in advance of commencement of Work (to include Consultant's proof of insurance) have been provided to County. Any services provided or expenses incurred by Consultant, prior to receiving a written Notice to Proceed or after the expiration of either this Agreement or a finalized Task Order, shall be at Consultant's sole risk and expense and may not be reimbursable by County.

4.6 Actual amounts billed shall not exceed the total amount as set out in a finalized Task Order.

4.7 County shall not pay and Consultant shall not invoice for any time or expense associated with a project proposed Task Order Request process, including development of Proposal and the associated Task Order negotiation.

5. STAFF ASSIGNMENT

5.1. Alison Lechowicz will be the principal-in-charge and lead financial analyst on this assignment. She will be assisted by staff analyst.

5.2. As needed, L&T will retain third-party consultants/subcontractors such as Professional Engineers (P.E.), land surveyors, special tax consultants, attorneys, and others. Third-party consultants or subcontractors will be billed at cost (their time and materials) plus a 5% markup for L&T administration.

**AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL
DISTRICTS**

EXHIBIT “C” – FISCAL PROVISIONS

1. CONSULTANT’S FINANCIAL RECORDS. Consultant shall keep financial records for funds received hereunder, separate from any other funds administered by Consultant, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

2.1 Consultant’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 Consultant shall submit monthly progress reports with their invoice in a format approved by County. Payments to Consultant shall be in the amount shown on the invoices, consistent with an issued Task Order and its supporting documentation submitted, and shall be subject to County’s approval. All services shall be performed to County’s satisfaction, which satisfaction shall be judged by the Administrator in his/her sole discretion, and County shall not be liable for any payment under this Agreement for services which are judged unsatisfactory and which previously have not been approved by the Administrator. The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by County.

2.2.1 Payment may be made based solely on the units of services completed and approved by County and the associated unit price for such service, as may be described in Consultant's proposal/fee schedule (as shown in **Exhibit B, Section 1**) and the approved Task Order.

2.2.2 Monthly payments for services performed in the various additional services shall be reviewed by Administrator upon Consultant submitting itemized invoices, with required back-up and reference to the individual Task Order. Entered invoices shall indicate the value of the additional services performed to date on that Task Order and any other invoices or payments made related to that Task Order.

2.3 County shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Consultant and approved by the Assistant Purchasing Agent.

2.5 Consultant warrants that title to all Services covered by an Application for Payment shall pass to County no later than the time of payment by County. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have previously been issued and payments received from County shall, to the best

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

of Consultant's knowledge, information and belief, be free and clear of any and all liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided Work relating to this Agreement. Consultant shall indemnify and hold County harmless from any liens, claims, security interests or encumbrances filed by anyone claiming by, through or under the items covered by payments made by County to Consultant.

2.4 Additional Work requested by County and not included in the Task Order's Scope of Work may be required by the County. Such additional Work shall be performed only in accordance with Change Orders, authorized and issued by County or County's designated representative. Each Change Order shall list the scope of Work to be performed, state the time within which the Work is to be completed, and designate any special conditions. Payments for any additional Work requested by County shall be made to CONSULTANT by County on a time-and-materials basis using the Approved Fee Schedule, unless otherwise stated in the Change Order.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Consultant warrants that it shall comply with all audit requirements established by County and will provide a copy of Consultant's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Consultant's financial records, notifying Consultant no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Consultant shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Consultant shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **BUDGET.** The Consultant shall submit, in advance, a detailed budget, in the format provided by County for review and approval by the County. Consultant shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County.

5. EXPENDITURE OF FUNDS.

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 County reserves the right to refuse payment to Consultant or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

**AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL
DISTRICTS**

EXHIBIT “D” – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY. Consultant shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Consultant’s work under this Agreement.

2. NON-DISCRIMINATION. Consultant shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

3.1 The Consultant certifies to the best of its knowledge and belief, that it and its subconsultants:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Consultant shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Consultant or Consultant’s subconsultant. Consultant shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. RESERVED

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

5. INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Consultant's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Consultant represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner according to generally accepted practices.

7. INTEREST OF CONSULTANT. Consultant assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Consultant shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Consultant shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent consultant's liability.

9.3 Consultant shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Consultant's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Consultant shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Consultant is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Consultant shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Consultant agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Consultant shall require each subconsultant to provide all of the same coverage as detailed hereinabove. Subconsultants shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Consultant shall not allow any subconsultant to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Consultant's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Consultant's insurance on Form CG 20 10 11 85. Consultant shall not commence work under this Agreement until Consultant has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Consultant under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Consultant for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Consultant to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. ASSIGNMENT. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Consultant from County under this Agreement may be assigned by Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Consultant shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONSULTANT. It is specifically understood and agreed that, in the making and performance of this Agreement, Consultant is an independent consultant and is not an employee, agent or servant of County. Consultant is not entitled to any employee benefits. County agrees that Consultant shall have the right to control the manner and means of accomplishing the result contracted for herein.

Consultant is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Consultant and Consultant's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Consultant hereunder are the property of County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

AGREEMENT FOR RATE AND FEE STUDY SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Consultant shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE. Consultant will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. SAFETY RESPONSIBILITIES. Consultant will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Consultant agrees that in the performance of work under this Agreement, Consultant will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Consultant waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent consultants providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. PUBLIC RECORDS ACT. Consultant is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Consultant to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.