



LAKE COUNTY SPECIAL DISTRICTS

REQUEST FOR PROPOSAL

Solicitation Number 251110

for

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

PROPOSALS MUST BE RECEIVED AT: JUNE 5, 2025 at 4:30pm PST

LAKE COUNTY SPECIAL DISTRICTS

**230 N. Main Street
Lakeport, CA 95453**

LAKE COUNTY SPECIAL DISTRICTS

REQUEST FOR PROPOSAL

RATE AND FEE STUDY SERVICES

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I. INTRODUCTION

Lake County Special Districts is soliciting proposals from qualified consultants to assist District Staff in updating a variety for fee studies

All or some of the tasks are listed in the chart below (Identified Task List). Other task(s) may be added to the Identified Task List as the District deems that such task(s) would be needed in the future.

Using the Identified Task List below, do the following:

1. Checkmark the tasks that can be performed and completed by your firm, or in cooperation with another firm as needed.
2. While check-marking the tasks, keep in mind that you are filling this out as to how your firm has been handling said tasks for at least the last five (5) years and counting:
 - a. Place a check mark under My Firm if your firm solely performs and completes the task without the aid of another firm, sub-contractor, or any other entity.
 - b. Place a check mark under Other Firm if another firm, sub-contractor, or any other entity solely performs and completes the task on behalf of your firm.
 - c. Place a check mark under Both if your firm secures the assistance of another firm, sub-contractor, or any other entity to complete tasks. Along with checking Both, also:
 - i. Check My Firm if at least fifty (50) percent of the shared tasks are handled by your firm, or
 - ii. Check Other Firm if at least fifty (50) percent of the shared tasks are handled by another firm, sub-contractor, or any other entity.
 - d. Note that certain tasks require more details, so it would greatly help your proposal to provide more information. These include:
3. Provide a tab in your Proposal for each task that has been check-marked. Various tasks require different levels of expertise and staff to perform the work. For each tab, include:
 - a. Appropriate experiences and/or projects where the task have been performed,
 - b. The job title(s) and credential(s) / certification(s) / license(s) (if applicable) of staff who would perform said task,

Type text here

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- c. The rate schedule for the type of work to be performed. (submitted in separate sealed envelope).

The District does recognize that not all firms will be able to check-mark all tasks as identified as part of this RFP. The District reserves the right to hire one or more firms to provide services as needed.

Identified Task List			
Tasks completed by:			
My Firm	Other Firm	Both	
			Economics/Public Finance – Assessment Districts; Rate Studies for Water and Wastewater Rates, Impact Fee Studies, Developer Fees and District Master Fee Schedule
			Financial Services – Grants, loans for infrastructure, fee studies and rate studies
			Fiscal Impact Analysis – Infrastructure / projects / rates
			Media Services – Outreach and Public Notices
			Propositions 13 and 218 process, documentation preparation, community outreach meetings and support to district staff.
			User Fee and Developer Fees for Services
			Staff Billing Rates for Services

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II. FEE AND RATE STUDY SERVICES OVERVIEW

The Special District staff is directly responsible for the operation, maintenance, and needs of the district infrastructure consisting of five water districts, six wastewater districts, one water/wastewater district and nine lighting districts.

The District provides the administration, maintenance, operations, and service of various water and wastewater systems located throughout the county. The wastewater treatment plants and the lift stations are currently maintained by district staff. There are multiple water districts with two surface treatment facilities with additional groundwater wells.

Staff are divided into three zones and provide water and wastewater services, including operations, personnel, materials, contracting services, utilities, and all necessary costs associated with the maintenance, replacement and repair required to keep the improvements in a healthy, compliant, and in a state of good repair.

III. SCOPE OF WORK

The Request for Proposals (RFP) is for the management of the Rate and Fee Studies services as needed. Possible Rate Studies to include but are not limited to the following districts and fee studies:

- ◆ User fee establishment for Development and other users, permit fees, plan review fees, miscellaneous fees, late fees, lookoff's, and main line extension fees.
- ◆ Street Lighting Districts (Anderson Springs, Clearlake Oaks, Glenhaven, Kelseyville, Lower Lake, Lucerne, Middletown, Upper Lake, Clearlake Keys).
- ◆ 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).
- ◆ Prop 218 Rate Studies for Water Districts (Kono Tayee, Soda Bay, Kelseyville, North Lakeport, Finley, Spring Valley).
- ◆ District Consolidations and Formations.

The RFP shall include the following elements:

The proposals should include no more than 35 typed pages including proposed experience and tabs for each area of expertise as identified in the Task List, Fee Schedule for each task (included in a separate sealed envelope), Index/Table of Contents, any charts, graphs, and tables as needed. Resumes of Key personnel are not counted toward the 35-page limitation if inserted under each tab, or at the end of the proposal. A 12-point Arial font size is required for typed portion of the proposal and sections double spaced, except smaller fonts are allowed for charts, exhibits, or tables as needed.

Each proposal will adhere to the following order and content of selections:

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1. Proposals must be straightforward, concise and provide “layman” explanations of technical terms that are used.
2. Emphasis must be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the services to be provided.
3. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

The following proposal sections are to be included in the Consultant’s response:

Cover Letter

A cover letter, not to exceed two (2) pages in length, must summarize key elements of the proposal. An individual authorized to bind the Consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least one hundred eighty (180) days from the proposed due date.

The cover letter must include the address and telephone number of the Consultants’ Project Managers’ office located nearest to Lake County that will provide the project deliverables directly to Special Districts.

To qualify for the RFP, the Consultant must completely comply with at least one (1) of the categories as identified in the previous “Task List” as provided. The proposer can respond to as many items listed as they can perform or can be performed by their subconsultants.

Background and Project Summary Section

The Background and Project Summary sections must describe your understanding of the District, the work to be done, and the objectives to be accomplished. Refer to Scope of Work section of this RFP.

Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work section of this RFP.

The Methodology Section of the Consultant’s Proposal must include:

1. An implementation plan that describes in detail: (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of external and internal stakeholders; (iii) and any other

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project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work section.
3. A typical project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
4. Detailed description of specific tasks you will require from District staff if any. Explain what the respective roles of District staff and your staff would be to complete the tasks specified in the Scope of Work.

Staffing

1. Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. The District can request different Staff at their discretion.
2. Upon award and during the contract period of five (5) years, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the District for approval before they begin work. All Staff must be approved.

Qualifications

The information requested in this section must describe the qualifications of the firm, key staff and sub-consultants performing projects within the past five years in Northern California that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. The key personnel that have participated on named projects and their specific responsibilities with respect to this scope of work.
2. Summarize the firm's demonstrated capabilities, including length of time that your firm has provided the services being requested in this Request for Proposal.
3. Provide at least three (3) separate current public agency references that have received similar services from your firm. Lake County Special Districts reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
4. Categories as listed in the Identified Task List.
5. Qualifying Project Types.
6. Northern California Public Agency, Primary Contact, e-mail, and telephone number.

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7. Start / Finish (month and years).
8. Brief Project description (i.e., miles of distribution lines, miles of collection lines, number of lift stations, construction of water and wastewater projects, etc.)
9. Briefly describe change orders if any for the project and comparison of original contract and final contract amounts.

Fee Proposal

The fee proposal must include the firm's schedule of hourly rates and rates for all sub-consultants in a separate sealed envelope. The percentage mark up of reimbursable expenses, if any, shall also be specified in the rate schedule. The fee rate schedule is to be valid for the term of the contract; therefore, one fee schedule for the five (5) year period is required if the rate is different for the Identified Task List. Annual inflators could be negotiated however they must be shown on the rate schedule proposed. Consultants must meet Indirect Cost Requirements and Profit Limits for State and Federal Granting agencies.

Content of Proposal

The proposal must be submitted using the format as indicated in the proposed format guidelines.

Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation. Additionally, the standard contract template is attached. Any modifications to the contract should be noted and provided (red lined) with the proposal. The contract will not be counted as part of the total number of pages for the proposal.

Number of Proposals

Submit four (4) copies (3 bound and 1 unbound), plus one electronic copy of your proposal. All cost and fee information shall be in a separate sealed envelope.

Submission of Proposals

Complete written proposals must be submitted in sealed envelopes and received no later than 4:30 P.M. Pacific Standard Time (PST) on Thursday, June 5, 2025.

Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted. The District will not be responsible for late proposals, no matter the postmark or other delivery services, missing the deadline.

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Submit your proposals to:

Lake County Special Districts
Attention: Robin Borre, Administrator
230 N. Main Street
Lakeport, CA 95453

RE: RATE AND FEE STUDY SERVICES

Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Robin Borre, Special Districts Administrator, robin.borre@lakecountyca.gov by April 18, 2025 @ 8:00 am. All questions and answers will be compiled and posted on the District website by April 25, 2025, close of business ([Special Districts | Lake County, CA \(lakecountyca.gov\)](#)).

Conditions for Proposal Acceptance

This RFP does not commit the District to award a contract or to pay any costs incurred for any services to prepare the RFP. The District, at its sole discretion, reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety.

All proposals will become the property of Lake County Special Districts. Proposals are subject to the Freedom of Information Act.

The District cannot and will not be held responsible for protecting proprietary data submitted in proposals.

IV. EVALUATION CRITERIA

The Districts' evaluation and selection process is based on Qualifications Based on Selection (QBS) for professional services. Lake County Special Districts may use some or all the following criteria in its evaluation and comparison of proposals submitted.

The criteria listed are not necessarily an inclusive list. The order in which they appear is not intended to indicate their relative importance.

A maximum of sixty (60) points can be earned in this part of the process. The ranking will consist of the basic proposal (40 points maximum) score for background, clarity, methodology for the project and summary; and of the qualifications and staffing (20 points maximum) score in each category.

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- A. Meets Minimum Qualifications** – No score assigned for this category. Consultants are expected to meet minimum qualifications. This will be a pass/fail. In the case of “fail” the proposal will not continue in the rating and will be deemed nonresponsive. Scoring “weight” for the preliminary phase will be dependent on **Categories B, C, D, and E** below)
- B. Proposal Clarity** – Use of terms and explanations throughout are understandable. Firm clearly communicates in a general sense how it plans to meet its service delivery goals as well as foster and maintain harmonious, productive, timely, responsive, and efficient working relationship with District staff.
(10 points)
- C. Background and Project Summary** – Firm understands the work to be done.
(10 points)
- D. Methodology** – Firm clearly outlines its implementation plan(s), shows effort in completing projects efficiently and accurately.
(20 points)
- E. Qualifications and Staff** – Experience of the firm, project manager, and other key individuals assigned to the project. Experience with projects of similar scope, complexity, and magnitude for other Northern California agencies.

Experience with projects for Southern California and organizations outside California can be mentioned. Note that greater weight will be given to projects performed for Northern California agencies.

(20 points)

After the assessment as outlined above in **Categories A, B, C, D, and E**, only the top contenders will be participating in the next phase. There is a maximum of twenty-five (25) points to be earned for the next phase, where the ranking will be performed using **Categories F, G, and H** noted below:

- F. Reference Check** – The District may also contact and evaluate the Consultants’ and sub-consultants’ references, contact any Consultant to clarify any response, contact any current users of a consultant’s services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.
(10 points)
- G. Local Preference Check** – The Consultant will earn 5-points for having a valid Lake County Business License.
(5 points)
- H. Interview** – After written proposals have been reviewed, discussion with prospective firms may or not be required. If scheduled, the oral interview or video / voice

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conference interview (at the District's discretion) will be a question / answer format for clarifying the intent of any portions of the proposal.

The individual from the firm who will be directly responsible for carrying out the contract, if awarded, must be present at the oral interview or video / voice conference interview.

(10 points)

The final scoring criteria will be applied to the top proposers. The review will be based on the Cost Proposal/Rates of the firm. There is a maximum of fifteen (15) points to be earned for this section. **(15 points)**

A Notification of Intent to Award may be sent to the Consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next highest scoring Consultant or withdraw the RFP.

V. STANDARD TERMS AND CONDITIONS

Amendments

The District reserves the right to amend this RFP prior to the proposal due date if needed. All amendments and additional information will be posted to the Lake County Special Districts website:

[Special Districts | Lake County, CA \(lakecountycalifornia.gov\)](http://lakecountycalifornia.gov/special-districts)

Consultants should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility for the Consultant. All proposals submitted become the property of Lake County Special Districts.

Contract Discussions

The apparent successful firm will be required to sign a Professional Services contract. Prior to award, the apparent successful firm(s) may be required to enter discussion with the District to resolve and contract differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring firm. See attached Professional Services Contract. Modification requests to the boilerplate contract must be submitted with the proposal. Contract Boilerplate is included with this RFP as Attachment A.

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Confidentiality Requirements

Proposals are subject to the Freedom of Information Act. The District cannot protect proprietary data submitted in proposals.

Insurance Requirements

The District requires that licenses, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the District for the issuance of a permit or contract. Within five (5) calendar days of award of contract by the Special Districts Board of Directors, the successful Consultant(s) must furnish the District with the Certificates of Insurance proving coverage. The contract must be executed by the consultant prior to Staff taking the award to the Board. The tentative date for the Board items is July 2025.

Carefully review the attached agreement and insurance requirements before responding to the Request for Proposal (RFP). The terms of the agreement, including insurance requirements, have been mandated by the County Council and Board of Directors and can be modified only if extraordinary circumstances exist.

Your response to the RFP must include a stipulation indicating if you are unwilling or unable to execute the agreement as attached as well as providing the insurance requirements. The District will consider this in determining the Consultant's responsiveness to the RFP.

VI. CONSULTANT SELECTION

The District will review all proposals submitted and will rank proposals based upon the consultant's understanding of the work to be done, its experience with similar types of work, and the qualifications of its staff. Selection of the consultant will be based upon the proposal ranking. Proposals should provide information in sufficient detail to allow a complete evaluation.

The contract will be negotiated and awarded to the most qualified consultant whose proposal best conforms to the RFP and is, in the opinion of the District, most appropriate and advantageous to the District.

The District reserves the right to reject any and all proposals and to negotiate terms with any qualified potential consultant. While evaluation and selection of consultants will be strictly based on qualifications, the District encourages the use of Consultants who provide offices and project personnel located in Lake County or in adjacent communities.

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SELECTION PROCESS AND SCHEDULE		
Item		Date
1.	Release of Requests for Proposals (RFPs)	March 27, 2025
2.	Questions about this RFP due to Special Districts	April 18, 2025, at 8:00 am PST
3.	Answers to questions posed to the RFP will be posted to the website	April 25, 2025, by 5:00 pm PST
4.	Deadline for submission of RPFs	June 5, 2025, Thursday, 4:30 P.M. PST
5.	Selection of Consultant(s)	June/July 2025
6.	Board of Directors consideration of Consultant Agreement(s)	July/August 2025 estimated
7.	Authorization to Proceed based on task orders on a project-by-project basis	5-15 working days after Board or Administrator award

Sample contract attached

AGREEMENT FOR _____

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, _____ shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A/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 Exhibits A/B/C/D, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on _____ 20__, and shall terminate on _____ 20__, 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.

OR

This Agreement shall commence on _____ and continue in full force and effect until terminated as hereinafter provided.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed _____ (\$ _____).

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

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon _____ (*not to exceed 30*) days written notice to Contractor.

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

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 Contractor and County executed by [Department Head].

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

County of Lake
Department
Address
City/State

Contractor
Address
City/State

AGREEMENT FOR _____

Attn: _____

Attn: _____

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

Exhibit A – Definitions – *(if applicable)*

Exhibit B – Scope of Services

Exhibit C – Fiscal Provisions

Exhibit D – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor 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

CONTRACTOR

CHAIR, Board of Supervisors

[Contractor's name or Business]

If applicable

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

By: _____

By: _____

Type text here

AGREEMENT FOR _____

EXHIBIT “A” – DEFINITIONS
(If applicable)

EXHIBIT “B” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES. *Enumerate those duties the Contractor is required to perform and the time within which the Contractor must perform them.*

1.1

1.2

1.3

1.4

2. REPORTING REQUIREMENTS. *(if applicable) Contractor shall submit (quarterly, monthly) reports in a format approved by County by the 10th of the month following the report period.*

3. RECORDS RETENTION. Contractor 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, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. COUNTY RESPONSIBILITIES. *(if applicable) Enumerate those additional County responsibilities which are NOT addressed elsewhere in this agreement. Example: A. County staff will facilitate and process the referrals to the Contractor.*

4.1

4.2

4.3

4.4

EXHIBIT “C” – FISCAL PROVISIONS

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

2. **INVOICES.** *(if applicable)*

2.1 Contractor’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 County shall make payment within 20 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 Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

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

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

3.3 Contractor 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.** *(if applicable)* The Contractor shall submit, in advance, a detailed budget, in the format provided by County for review and approval by the County. Contractor 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.** *(if applicable)*

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 Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

EXHIBIT “D” – COMPLIANCE PROVISIONS

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

2. **NON-DISCRIMINATION.** Contractor 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 Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

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

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

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.

Contractor=s obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Contractor 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 Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor 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 ____ 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 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

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

9.3 Contractor 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 Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor 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 Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor 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. Contractor 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, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors 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. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor'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 Contractor'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 Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor 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 Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor 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 Contractor 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 part may be entitled.

11. **ASSIGNMENT.** Contractor 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 Contractor from County under this Agreement may be assigned by Contractor 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.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

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

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor'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 Contractor 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.

16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor 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.** Contractor 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. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor 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. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent contractors 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.