

AGREEMENT FOR ASSISTANCE IN COMPLETING NPDES STORM WATER PERMIT AND TMDL COMPLIANCE

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

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

2. **TERM.** This Agreement shall commence on October 1, 2020, and shall terminate on January 31, 2022, 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.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services). Compensation to Contractor shall not exceed one hundred and four thousand dollars (\$104,000.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (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 thirty (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 Water Resources Director.

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

County of Lake
Water Resources
255 N Forbes St.
Lakeport, CA
Attn: Angela De Palma-Dow

EOA, Inc. (Contractor)
1410 Jackson Street
Oakland, CA

Attn: Bonnie de Berry _____

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

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – 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

EOA, Inc.

CHAIR, Board of Supervisors

Ray Goebel, Vice President EOA, Inc.

If applicable

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

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EXHIBIT “A” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

TASK 1: Program Effectiveness Assessment and Improvement

1.1 Program Effectiveness Assessment and Improvement Plan (PEAIP)

EOA Inc. (EOA) will develop a PEAIP for the Lake County Clean Water Program (LCCWP) that is consistent with the requirements in Provision E.14 of the Phase II Permit (Order 2013-0001-DWQ). In developing the PEAIP, EOA will follow guidance provided by the California Stormwater Quality Association (CASQA) in the document, *A Strategic Approach to Planning for and Assessing the Effectiveness of Stormwater Programs* (Guidance Document), dated February 2015. The PEAIP format will be modeled on CASQA’s Phase II PEAIP Framework for Traditional MS4s, dated April 2015.

A PEAIP supports stormwater program goals to reduce potential impacts of pollution on receiving waters by providing a framework for the implementation and assessment of Best Management Practices (BMPs) focused on high priority Pollutants of Concern (POCs). Two priority POCs will be identified in the LCCWP PEAIP: sediment and nutrients (phosphorus). The PEAIP provides a feedback loop for the adaptive management of the stormwater program. During implementation of the PEAIP, data are collected and assessed. If warranted, the stormwater program(s) can adjust management actions to achieve desired goals. For example, pre- and post-training surveys are conducted to discern knowledge and awareness (i.e., data collection). If knowledge is lacking, the training program can be modified (i.e., adaptive management).

Developing the PEAIP will require learning more about the details of the LCCWP. EOA will obtain these details through questionnaires and meetings (conference calls) with County, Lakeport, and Clearlake staff and review of Phase II Permit Annual Reports and other materials provided by the County. The County will identify Co-Permittee staff knowledgeable about various aspects of the stormwater program who will be available for up to four two-hour conference calls. Co-Permittee staff will provide details on existing program activities, including data on outreach activities implemented (e.g., number of school assemblies performed, number of articles published, etc.), inventory of BMPs, data on staff trainings, results of public and staff knowledge/awareness surveys, and other relevant data needs.

Assuming that the contract is executed by September 18, EOA will provide a draft PEAIP to LCCWP staff for review by November 6, 2020. Comments on the draft PEAIP should be returned to EOA by November 20, 2020. Comments from the Co-Permittees will be compiled into a single package. The PEAIP will be finalized by January 4, 2021, after one round of comments and review.

1.2 Program Effectiveness Assessment.

Using the framework in the PEAIP that will be developed in Task 1.1, EOA will conduct a Program Effectiveness Assessment. Data collection and assessment may include review of public and staff survey responses, tabulation of staff trainings and outreach events, and review of BMP

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inventories. EOA will identify and summarize potential BMP and/or program modifications to reduce the potential impacts of stormwater runoff. Results will be described in a Program Effectiveness Assessment Report.

EOA will provide a draft Program Effectiveness Assessment Report to County staff for review by December 4, 2020. It is assumed that comments on the PEAIIP will inform the Effectiveness Assessment. Comments on the draft Program Effectiveness Assessment Report should be returned to EOA by December 18, 2021. Comments from the Co-Permittees will be compiled into a single package. The Program Effectiveness Assessment Report will be finalized by January 4, 2021, after one round of comments and review.

Task 2: BMP Effectiveness Calculator

EOA will develop a Best Management Practices (BMP) Effectiveness Calculator for LCCWP Co-Permittees including the County and the Cities of Lakeport and Clearlake. The BMP Effectiveness Calculator will provide the LCCWP with data that can be used to produce a BMP Effectiveness Assessment Report and determine whether their Clear Lake Nutrient TMDL wasteload allocation (WLA) of 2,000 g/yr of phosphorus has been met, in compliance with reporting provisions of the Time Schedule Order R5-2019-1005. The Clear Lake Nutrient TMDL allocated loading of 90,000 kg/yr of phosphorus represents a required 40% reduction (on-average) from phosphorus loading to the Lake based on historical data (Tetra Tech 2004)¹.

The BMP Effectiveness Calculator will provide the LCCWP with a mechanism to quantitatively demonstrate progress towards achievement of their Clear Lake Nutrient TMDL WLA for Phosphorus. Because of high amounts of phosphorus in the soil, BMPs that control sediment or erosion are considered effective tools to reduce phosphorus inputs to the Lake. Therefore, the BMP Effectiveness Calculator will calculate sediment load reductions as a surrogate for phosphorus load reductions achieved to date through existing source control and structural BMPs implemented within the LCCWP Phase II Permit area (i.e., MS4 area). The types of BMPs included in the calculator will be based on the source control and structure BMPs identified in current LCCWP BMP Inventories that will be provided to EOA by LCCWP Co-Permittees. As needed and requested, additional BMPs may be added to the calculator based on information provided by the LCCWP.

EOA will develop the BMP Effectiveness Calculator through the following sub-tasks:

2.1: BMP Inventory Review.

EOA will review existing source control and structural BMP Inventories, provided by Co-Permittees, to identify the specific types of BMPs that will be included in the calculator tool and to understand the data available on BMP implementation in the watershed. At a minimum, Co-Permittees' BMP Inventories are expected to identify the type, number, and treatment area of all existing structure and source control BMPs within each Co-Permittees MS4. Based on information provided in the BMP Inventories, EOA will develop maps that identify the area occupied by existing BMPs (e.g., the parcel locations) and/or the areas treated by each BMP.

¹ Tetra Tech 2004. Total Maximum Daily Load for Nutrients in Clear Lake, Lake County, California Technical Report. Final. Prepared by Tetra Tech for: Central Valley Regional Water Quality Control Board, December 1, 2004.

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LCCWP will also provide EOA with dates of implementation that identify all BMPs that were implemented or enhanced after the start of the Clear Lake Nutrient TMDL (i.e., pre-TMDL BMPs and post-TMDL BMPs).

2.2: Literature Review.

EOA will conduct a literature review to identify the best currently available information on appropriate methods to evaluate sediment load reduction effectiveness of the types of BMPs identified in the LCCWP BMP Inventories. The literature review will support development of the calculator by identifying available data inputs, and other information needed to evaluate load reduction effectiveness. Sources reviewed will include the International BMP Database and other peer-reviewed studies on BMP effectiveness for sediment reduction. EOA will also review accounting methodologies used by other municipalities to document BMP stormwater load reduction effectiveness. For example, the Bay Area Stormwater Management Agencies Association (BASMAA) has produced a number of reports documenting methods currently used to account for stormwater load reduction effectiveness of various control measures for a variety of different pollutants.

2.3: Develop Accounting Methodologies.

Based on the results of the literature review and using best professional judgement, EOA will develop accounting methodologies to calculate the percent sediment load reductions achieved for each type of BMP identified in Co-Permittees BMP Inventories. The accounting methodologies will rely on available literature data and/or data provided by LCCWP in their BMP Inventories for all calculations. The BMP effectiveness calculator will incorporate methodologies to estimate BMP effectiveness based on the best available information at the time of development. It is likely that treatment areas for structural BMPs are unknown and the parcel area will be used for this parameter.

2.4: Create Excel-based Spreadsheet Calculator Tool.

EOA will create an Excel spreadsheet tool to calculate the sediment load reductions for BMPs based on the accounting methodologies and data inputs identified in Task 2c. EOA will input the BMP Inventory data into the spreadsheet which will calculate the resulting load reductions achieved. The calculator tool will include an automatically generated summary table. The summary table will report the post-TMDL percent sediment load reductions achieved by each Co-Permittee. The percent load reductions will be reported to provide demonstration of progress towards the overall 40% percent load reduction that is required to achieve the Clear Lake Nutrient TMDL. If the load reduction summary indicates compliance with the TMDL WLA has not been achieved, the calculator tool may provide LCCWP with a tool to identify the number and type of additional BMPS that would be needed to achieve TMDL compliance.

2.5: Provide memo, documentation and guidance.

EOA will develop a memorandum that summarizes the calculator tool, accounting methodologies, assumptions, and data inputs. Additional guidance on how to use the calculator tool will be provided within the Excel Spreadsheet. As needed and requested by Co-Permittees, EOA will demonstrate use of the BMP Effectiveness Calculator Tool via a 1-hour virtual

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meeting using the WebEx platform. Lake County staff will organize meetings with other appropriate agency staff, as needed.

EOA will provide a draft BMP Effectiveness Calculator Tool and Memorandum to County staff for review by November 25, 2020, provided the BMP Inventories and all necessary data are received and a kick-off meeting with Co-Permittee staff is held by October 1, 2020. All Comments on the draft BMP Effectiveness Calculator Tool and Memorandum should be returned to EOA by December 14, 2020. Comments from all Co-Permittees will be compiled into a single package. The BMP Effectiveness Calculator Tool and Memorandum will be finalized by December 18, 2021, after one round of comments and review.

Task 3: Miscellaneous On-call Services

This task includes time for EOA to provide miscellaneous on-call tasks to assist the LCCWP Co-Permittees comply with the Phase II NPDES Permit. Example tasks include support for staff trainings on inspections and review of post construction BMPs, review of Annual Report attachments, and assistance with trash management planning. This task will be initiated only upon written approval from County staff. Tasks will be conducted as budget allows.

Task 4: Expand BMP Effectiveness Calculator

EOA will expand the BMP Effectiveness Calculator (described in Task 1) to the County jurisdictional area that is not covered by the Phase II Permit (i.e., non-MS4 area). The expanded BMP Effectiveness Calculator will provide the County with data that can be used to produce a BMP Effectiveness Assessment Report and determine whether their portion of the Clear Lake Nutrient TMDL non-point source load allocation of 85,000 g/yr of phosphorus has been met. This load allocation represents an overall 40% reduction of the baseline phosphorus load established in the TMDL based on historical data (Tetra Tech 2004).

The BMP Effectiveness Calculator will calculate sediment load reductions as a surrogate for phosphorus load reductions achieved to date through existing source control and structural BMPs implemented within County non-MS4 areas. The types of BMPs included in the calculator will be based on the source control and structural BMPs identified in current County BMP Inventories that will be provided to EOA by County staff. As needed and requested, additional BMPs may be added to the calculator based on information provided by the County.

EOA will develop a memorandum that describes the calculator tool, including a summary of accounting methodologies, assumptions, and data inputs. Additional guidance on how to use the calculator tool will be provided within the Excel Spreadsheet

2. **REPORTING REQUIREMENTS.** *(if applicable)* Contractor shall submit reports as established in each of the tasks as listed above in contractor responsibilities, in a format approved by County.

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

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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.** County will provide financial coordination between EOA, Inc. services rendered and the two co-permittees at the City of Lakeport and City of Clearlake as stipulated in the approved reimbursement agreements #2020001 and #2020002, respectively. The County will also communicate in a timely and efficient manner of any issues arising within the storm water program administration or implementation that could have an impact on the work plan as provided by EOA, Inc. The County (more specifically the Watershed Protection District) will continue to serve as the coordinating party for the Clean Water Program, organizing meetings, taking minutes, and providing the agendas and information to the public as required by the Brown Act.

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EXHIBIT "B" – 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.**

2.1 Contractor's invoices shall be submitted throughout the project or in arrears on a monthly basis, 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.** As part of the Scope of Services proposal the contract shall submit a detailed task budget that provides the cost for each task, in amounts not to exceed. The costs within the task budget are based on the most current fee schedule as provided by the Contractor in their proposal. Contractor shall be compensated only for expenses included in the approved task budget. Modification to the budget must be approved in advance by the County through the addendum process.

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

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EXHIBIT "C" – 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 as they pertain to the CA NPDES MS4 General Permit issued to Lake County and Co-Permittees:

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).

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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 thirty (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 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.

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9.3 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).

9.4 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.

9.5 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.

9.6 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.

9.7 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.

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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. 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 contracted 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

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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.

