

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency ("HHSA"), a political subdivision of the State of California ("County") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Consultant") to provide a Space Needs Assessment (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

- A. **Advisory Review Committee Meeting(s)** means a team comprised of HHSA staff and County members from the Project Team as needed. HHSA Business and Support Services will be responsible for scheduling meetings of the Advisory Review Committee.
- B. **Expanded Cabinet** means HHSA's leadership team comprised of the HHSA Director, HHSA Branch Directors, and HHSA Branch Deputy Directors.
- C. **Interview Meeting(s)** are conducted by Consultant with each HHSA Branch (Adult Services, Business and Support Services, Children's Services, Office of the Director, Public Health, and Regional Services) for the purpose of discussing operational needs, current space shortfalls, and long-range operational objectives of each HHSA Branch, and reviewing the facilities inventory and space occupancy inventory.
- D. **HHSA Branch(es)** ("Branch(es)") means the six Branches that form the Health and Human Services Agency which are Adult Services; Business and Support Services; Children's Services; Office of the Director; Public Health; and Regional Services.
- E. **Needs Assessment Database** is a database developed by the Consultant that shall include, but is not limited to, a summary of the projected HHSA space needs and associated parking requirements
- F. **Project Kickoff Meeting(s)** shall be scheduled by HHSA and will set the goals and outcomes, timelines, benchmarks, and direction of the Project Team. The Project Kickoff Meeting(s) shall serve to establish key Branch contact persons, location of County data, finalize project meeting(s), and project delivery dates. At these meetings, HHSA shall determine which facilities and sites are considered subject to change in any plan (referred to as the "subject facilities") and which are "fixed in place" and may not require consideration in any growth plan. During the project initiation, County maps and documents that may assist the Consultant shall be made available to Consultant.
- G. **Project Team** is comprised of members from HHSA, County's Department of Public Works, as needed, and the Consultant.
- H. **Space Allocation Standards** are a tool to assist HHSA make better decisions about effective and efficient planning of office and facility needs. The goals and benefits, of Space Allocation Standards include but are not limited to: reducing initial

costs/minimizing cost; increasing sustainability; reducing cost of future remodeling; increasing flexibility; contributing to employee productivity; providing a measure of equity; and improving the quality and effectiveness of the work environment.

- I. **Space Inventory Database** is a database developed by the Consultant that shall include, but is not limited to, the current occupancy of each facility by address, building, and floor, and an estimated net usable space occupied. The Space Inventory Database shall also summarize the estimated total gross area of each floor, gross area of the overall building, and public and staff parking.
- J. **Space Needs Assessment** means the Consultant shall review and analyze current workspaces and workflow of each of HHSA's locations listed in **Exhibit A, Health and Human Services Agency Locations**, attached and incorporated into this agreement by this reference; and identify any efficiency of cost-effective layout alterations that may provide space for additional employees so as possibly to defer the requirement of procuring additional space over the next 10 to 20 years. In addition, the Consultant shall propose automation, electronic, or other techniques which may serve to provide efficiency of file/storage space, with a cost-benefit analysis.

Section 2. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall:
 - (1) Attend Project Kickoff Meeting(s) at a time, day, and location determined by County.
 - (2) Inventory and assess all existing HHSA occupied facilities and provide a visual summary assessment of each HHSA occupied facility with respect to general condition of the building structure, expandability, adaptability, accessibility, and overall building systems such as, but not limited to, mechanical and structural.
 - (3) Review any lease terms and conditions of each HHSA occupied facility. This assessment shall provide a general estimate of the viability for continued use and potential cost of renovation for future use, and the information shall be used to prepare the Space Inventory Database.
 - (4) Develop an overall parking inventory for public and staff needs.
 - (5) Document existing HHSA staff, locations, and functions, where HHSA services currently reside. Information gathered shall include, but is not limited to, occupied net usable space in all HHSA occupied subject facilities, and where updated "as built" plans are not available and provided by HHSA, Consultant shall estimate the total gross and net usable (or rentable) square footage, and discuss options with HHSA Project Manager, that may include measuring and drafting floor plans.
 - (6) Collect and analyze demographic projections with the goal of identifying past population growth trends, and target the likelihood of future population service needs geographically within Shasta County which will affect the

nature and location of HHSA services required in the future. Consultant shall work with HHSA to collect historic, current, and projected county population data which shall include, but is not limited to the following:

- a. Any adjusted population counts and population by geographic location (census tract or traffic zone) maintained by Shasta County;
 - b. Historic, current, and projected population estimates maintained by the State of California Department of Finance; and
 - c. Population estimates of the U.S. Department of Commerce, Bureau of the Census.
- (7) Provide a plot graph of projected population estimates, geographically, relative to existing HHSA services and subject facilities.
 - (8) Conduct Interview Meetings separately with each HHSA Branch to discuss adjacency needs, centralization, de-centralization, and growth impacts. Consultant shall obtain perspective of each HHSA Branch's needs, mission, and vision, to provide a better understanding of relative priorities for facilities projects and growth impacts necessary for development of a planning strategy.
 - (9) Analyze the potential for consolidation of outlying offices regionally, or for centralization of functions within HHSA, following completion of the individual Branch interviews. The Consultant shall compare these findings with the demographic data to establish hypothetical service regions specific to each potentially de-centralized office function. For example, those Branches with indigent care responsibilities, the Consultant shall examine accessibility to public transit, location of indigent population (using County-provided demographic data), etc. Consultant shall also consider the impact of inter-Branch adjacency needs and workflow, and provide recommendations for consideration of regional facilities deployment, de-centralization, or centralization of HHSA operations on a Branch-by-Branch basis.
 - (10) Document ideal priorities for HHSA adjacencies based on workflow and personnel movements using data collected during HHSA interviews. These adjacency relationships shall form a basis for development of space allocation planning concepts in subsequent tasks, and provide graphical documentation of HHSA adjacency criteria for HHSA as a whole, using a relative scale to indicate priorities.
 - (11) Provide a draft report and present findings, to date, at Advisory Review Committee Meeting(s), which shall include, but is not limited to, the following:
 - a. The facilities inventory and HHSA occupancy by location, demographic findings, and projections;
 - b. HHSA objectives, opportunities, and conflicting goals;
 - c. De-centralization or regionalization opportunities;

- d. Needs to centralize operations; and
 - e. Workflow and adjacency needs.
- (12) Consultant shall address long-term HHSA service strategies as they may affect facilities needs in the future, including impacts of funding for facilities cost reimbursement, leasing, etc.
- (13) Following the Advisory Review Committee Meeting discussions regarding the long-range service strategies, and using the data provided in HHSA interviews, Consultant shall project potential staffing requirements of each Branch, by location, given three forecast modes. These forecast modes shall include, but are not limited to the following:
- a. A "minimum" growth (status quo operations on an expanding population base) projection;
 - b. A "maximum" growth (considering increased service levels and/or decentralization) projection; and
 - c. A "best estimate" of growth given the Advisory Review Committee Meeting(s) discussions of HHSA operational strategy during the population growth.
- (14) Estimate future public access needs by estimating the volume of public visitor access (physical access, versus telephonic, internet or other electronic access) needs to each Branch's public service facilities at each subject facilities HHSA location. Consultant shall assess the impact of potential changes in staffing and service levels associated with increased deployment of automation and use of communications technologies. These estimates shall be conducted concurrently with the projected staffing needs of each Branch. In addition, Consultant shall identify where the conceptual deployment of HHSA public service offices over- or under-represents the projected need based on population growth identified in Section 2.A.(6).
- (15) Create Space Allocation Standards for the purpose of estimating future space needs.
- (16) Project HHSA's demands for net usable space by site location given the operational analysis, staff projections, and Space Allocation Standards. Space requirements for each function shall provide the projections for the "minimum", "maximum", and "best estimate" growth forecasts. The result shall be totaled by Branch and function, location, and by space type (office, warehouse, shop, lab, clinic, lab, etc.).
- (17) Meet with HHSA Project Manager, HHSA Director, or other appropriate staff to discuss and obtain HHSA policy and objectives regarding employee parking in both urban and rural environments.
- (18) Estimate the number of employee, visitor, and County vehicles to be parked at each separate existing or proposed site location, using the staffing and space requirement estimates, and California Building Code requirements. Consultant shall also estimate the number of visitors anticipated at each HHSA occupied site, and include this data in the Needs Assessment Database.

- (19) Present the future staff requirements based on the "minimum", "maximum", and "best estimate" forecasts at Advisory Review Committee Meeting(s). Consultant shall review the Space Allocation Standards, existing net space per staff workstation, and the "target" net square footage per each staff workstation. Consultant shall present the projected net space needs by location for each Branch and function, per the operational modes agreed to at the previous Advisory Review Committee Meeting.
 - (20) At the option of HHSA's Project Manager, conduct a workshop with Expanded Cabinet to present findings, to date, and to solicit input and modification to the project assumptions. At this/these presentation(s), the Consultant shall summarize the inventory of existing HHSA-occupied facilities, HHSA staffing by location, projected growth and population impacts, service delivery strategies, recommended centralization and de-centralization needs of departments, workflow and adjacency criteria, staffing projections, and space requirements by Branch and location.
 - (21) Include in the Space Needs Assessment, the potential for HHSA to occupy a portion of the current courthouse space, approximately 79,975 square feet, after the new courthouse is completed. The analysis shall also include the costs associated with remodeling the space to provide for public services and related staffing, i.e., office space, for occupancy.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

- A. Schedule the Advisory Review Committee Meeting(s), Interview Meeting(s) Project Kickoff Meeting(s), and workshop with Expanded Cabinet, if needed, and participate, as necessary.
- B. Provide an HHSA Project Manager as the County's primary contact and liaison for the Consultant.
- C. Provide "as built" plans, demographic data, and other information needed by Consultant and available in County records that will be of assistance to Consultant in executing its responsibilities under the terms of this Agreement.
- D. Gather miscellaneous information needed by Consultant through the use of Consultant supplied questionnaires and forms.

- E. Review documents submitted by Consultant and promptly render decisions, when within the County's power to do so, pertaining thereto to avoid unreasonable delay in the progress of the project.
- F. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION.

- A. Consultant shall be paid monthly for the services described in this agreement at the hourly rates specified in **Exhibit B, Hourly Rate & Reimbursable Rate Schedule**, attached and incorporated into this agreement by this reference.
- B. County shall reimburse Consultant for cost incurred while providing the services described in this agreement at the rates specified in **Exhibit B**.
- C. During the term of this agreement, the County's HHSA Director or any HHSA Branch Director authorized by the HHSA Director may approve, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$132,500.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- F. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for the services rendered the preceding month and costs incurred, an itemized billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or original receipts. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall end March 31, 2019. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director authorized by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant

specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect

County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the

specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of

a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times

upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 19. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES.

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address

specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
HHSA Business and Support Services
Attn: Contracts Unit
P.O. Box 496005
Redding, CA 96049-6005
Phone: (530) 245-6860
Fax: (530) 225-5555

If to Consultant: Principal Architect
Nichols-Melburg & Rossetto, AIA & Associates, Inc.
300 Knollcrest Drive
Redding, CA 96002
Phone: (530) 222-3300
Fax: (530) 222-3538

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 26. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF CLIENT INFORMATION.

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 28. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 29. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: Alan B. Cox 4/17/13
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 04/19/13
James Johnson
Risk Management Analyst

CONSULTANT

Date: 4/13/18

By: Kyle Matti
Kyle Matti, Vice President

Date: 4.13.18

By: Les Melburg
Les Melburg, Secretary

Tax I.D.#: _____ On file _____

Health and Human Services Agency Locations

Location Address	City	Branch	Program	Lease/Own	Square Feet
2889 East Center St.	Anderson	Regional	Regional Office	<ul style="list-style-type: none"> 63.7% County Owned 36.3% City of Anderson Owned 	13,475
36911 Main St.	Burney	Regional	Burney Office	Leased	3,040
3rd St. Johnson Park, Hwy 299 E (Units 16 & 23)	Fall River Mills	Regional	PH Storage	Leased	200
44218 A St.	McArthur	Regional	WIC	MOU Intermountain Fair	290
1035 Placer St.	Redding	Regional	Eligibility (2 Eligibility Workers)	Leased	50
1075 Court St. (F4)	Redding	Adult	Public Guardian Closed Files	Leased	200
1075 Court St. (O5)	Redding	Adult	IHSS Closed Files	Leased	300
1220 Sacramento St.	Redding	Regional	Regional Office	Leased	8,000
1265 Redwood Blvd.	Redding	Regional	Opportunity Center	Owned	17,012
1313 Yuba St. Mall	Redding	Children's	Children's Services	Leased	13,500
1400/1550 California St.	Redding	<ul style="list-style-type: none"> Children's Regional 	CalWORKs & LINCS Office Space	Leased	27,044
1400/1550 California St.	Redding	<ul style="list-style-type: none"> Children's Public Health Regional Other Co 	Basement Storage	Leased	18,616
1506/1518 Market St.	Redding	Regional	Perinatal	Leased	5,000
1604 Market St.	Redding	Children's	Adoptions, Options, Foster Care Licensing Conference Room	Leased	1,748
1620, 1624, 1628 Market St.	Redding	Children's	Adoptions, Options, Foster Care Licensing	Leased	7,345
1810 Market St.	Redding	BSS	Fiscal, HR, Contracts, Managed Care, IT, Asset Management	Leased	12,636
1926 Sycamore Dr.	Redding	Children's	CCS	<ul style="list-style-type: none"> See SELPA Agreement Services provided 1 - 2 times per week 	100

Location Address	City	Branch	Program	Lease/Own	Square Feet
2406 Breslauer Way	Redding	Regional	Mail/Package Room & Tool Room	County Owned	1,496
2420 Breslauer Way	Redding	Regional	Boggs	County Owned	2,570
2430 Breslauer Way	Redding	Regional	Outback Modular	County Owned	1,982
2460 Breslauer Way	Redding	Regional	Eligibility	County Owned	32,678
2466 Breslauer Way	Redding	Regional	Garages (Bates)	County Owned	720
2486 Progress Dr., Unit 2	Redding	Public Health	EPU Storage	Leased	3,172
2615 Breslauer Way	Redding	Public Health	Cottage 5 (Office of the Director)	County Owned	2,876
2632 Breslauer Way	Redding	Regional	Lower Level (Eligibility & IHSS-PA)	County Owned	
2634 Breslauer Way	Redding	Adult	IHSS & PG	County Owned	
2640 Breslauer Way	Redding	<ul style="list-style-type: none"> Adult Children's 	Mental Health	County Owned	59,576
2644 Breslauer Way	Redding	Adult	Modular	County Owned	1,920
2650 Breslauer Way	Redding	Public Health	Public Health Buildings 1 & 2	County Owned	11,992
2652 Breslauer Way	Redding	Public Health	Cottage 1	County Owned	958
2652 Breslauer Way, #1	Redding	Public Health	Cottage 1 Garage	County Owned	336
2654 Breslauer Way	Redding	Adult	Cottage 2 (APS)	County Owned	1,008
2656 Breslauer Way	Redding	Adult	Cottage 3	County Owned	1,008
2660 Breslauer Way	Redding	Public Health	Public Health East Building	County Owned	6,726
2757 Churn Creek Rd, Suites A & B	Redding	Regional	Enterprise Regional Center	Leased	3,200
3499 Hiatt Dr.	Redding	Public Health	<ul style="list-style-type: none"> CCS (California Children's Services) MTU (Medical Therapy Unit) 	See SELPA Agreement	4,160
4216 Shasta Dam Blvd. and 4222 Shasta Dam Blvd.	Shasta Lake	Regional	Regional Office	Leased	5,704
1411 Yuba St. and 1612 Market St.	Redding	Children's		Leased	2,473

HOURLY RATE & REIMBURSABLE RATE SCHEDULE

(Effective January 1, 2017)

Principal Architect / Structural Engineer	\$235.00/hour
Associate Principal Architect / Engineer	\$192.00/hour
Senior Associate Architect / Engineer	\$180.00/hour
Associate Architect / Engineer	\$172.00/hour
Structural Engineer	\$168.00/hour
Architect, CASp	\$158.00/hour
Senior Project Architect / Engineer	\$150.00/hour
Project Architect / Engineer / Manager	\$145.00/hour
Architect	\$139.00/hour
Medical Planner	\$133.00/hour
Interior Designer	\$127.00/hour
Project Technician I	\$122.00/hour
Project Technician II	\$116.00/hour
Project Technician III	\$110.00/hour
Administrative Analyst	\$80.00/hour
Technical Assistant	\$69.00/hour
Administrative	\$58.00/hour

REIMBURSABLE EXPENSE RATES:**IN-HOUSE REPROGRAPHICS**

Prints	12x24, 15x21, 18x24	\$1.75/each
Prints	24x36	\$2.50/each
Prints	30x42	\$3.50/each
Copies	8-1/2x11	\$1.10/each
Copies	8-1/2x14	\$1.15/each
Copies	11x17	\$1.20/each
Color Copies	8-1/2x11	\$1.50/each
Color Copies	11x17	\$1.75/each
Plots	24x36 Bond	\$4.00/each
Plots	30x42 Bond	\$5.00/each
Color Plots	15x24 Bond	\$12.50/each
Color Plots	24x36 Bond	\$20.00/each
Color Plots	30x42 Bond	\$25.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24	\$1.55/page
Scanning	24x36	\$1.15/page
Scanning	30x42	\$1.65/page
Scanning	36x48	\$2.15/page

Printing by outside source Actual Expense + 10%

Alliance Project Management System:

Server and Database use during Design	\$40.00/month
Server and Database use during Construction	\$80.00/month

TRAVEL EXPENSES

Mileage	Current IRS allowed amount
Other Travel Related Expenses*	Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees	Actual Expense + 10%
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CONSULTANTS

Consultant Billings	Actual Expense + 10%
Consultant Reimbursable Expenses	Actual Expense + 10%

OTHER PROJECT RELATED ITEMS Actual Expense + 10%

Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.

*County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.