

COUNTY OF MONO
REQUEST FOR PROPOSALS



For

Comprehensive County Fee Schedule Services

Deadline for Submission:

November 23, 2020

Submit Proposals to:

County of Mono
Office of the County Administrator
P.O. Box 696
74 N. School Street
Bridgeport, CA 93517

I. OVERVIEW

The County of Mono invites proposals from qualified individuals and firms to provide the County with **Comprehensive County Fee Schedule Services** to thoroughly analyze and report on the actual costs incurred by the County in delivering services for which the County is eligible to charge fees.

In addition to, and more importantly than evaluating the County's existing fees, the fee schedule study must identify and examine the costs associated with any services the County provides for which it is allowed to recoup its costs, including those services for which the County does not currently charge fees. For each service and associated fee, the study must also identify the process for establishing or increasing the particular fee as prescribed by County resolution, County ordinance, or State law; and, in light of the different requirements associated with these various enactment processes, present a cogent plan for how the County can best consolidate and most efficiently and comprehensively navigate the legislative processes for establishing new fee schedules.

The fee schedule study will need to be transparent, and clearly describe the methodology used in calculating the County's costs, including justifying the use of specific cost inputs and validating the associated cost figures. It is important for the County to be able to explain any deviations from how its fees were previously calculated, particularly if the new methodology results in recommending a significant increase in fees that may have been recently updated. Similarly, the study should suggest ways by which fees recommended for a significant increase might be incrementally raised over time. Finally, the fee schedule study needs to identify approaches or mechanisms the County can consider for keeping its newly updated fee schedules relatively "current," and reflective of the County's actual costs in the future, without resorting to the level of analysis and effort contemplated in this Request For Proposals.

While the primary purpose of the fee schedule study is to quantify the full County cost for providing services for which it is allowed to charge fees, and identify the processes for establishing and updating those fees, the Mono County Board of Supervisors will, as is its prerogative and responsibility, weigh the study's recommendations against a myriad of policy considerations. As such, the selected Consultant will be expected to assist County staff in guiding the Board of Supervisors in its deliberations. Ways in which this might be accomplished include, but are not limited to: providing fee schedule surveys of other rural California counties; having and being able to convey a thorough understanding of which jurisdictions pursue full cost recovery for certain fees, and why; articulate the variety of reasons a jurisdiction might elect not to pursue full-cost recovery for certain fees; and, relative to Mono County's proposed fee schedule, be prepared to offer a rationale for how much to "discount" a specific fee to support a particular policy objective.

To provide the County with an opportunity to meet its objective of being able to begin to consider the results of the fee schedule study no later than the end of March 2021, but preferably sooner, the deadline for receipt of proposals is 5 p.m. on Monday, November 23, 2020. If responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual

or firm deemed responsive to the County’s needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Mono County Board of Supervisors to consider approving the contract at its meeting on Tuesday, December 15, 2020.

II. ABOUT MONO COUNTY

Mono County is located on the eastern slope of the Sierra Nevada, south of Lake Tahoe. The county features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, and water histories.

The county is long and narrow – 108 miles at its greatest length and 38 miles in average width – bounded to the west by the Sierra crest and to the east by the Nevada state line. There are several mountain ranges in and adjacent to the county, but the Sierra Nevada range dominates the landscape. Highway 395, which traverses the county on a north-south axis along the foot of the Sierra, is the primary transportation route. By car, Los Angeles is six to seven hours south on U.S. 395; Reno, Nevada, is two to three hours north on U.S. 395; and, the San Francisco Bay Area is six to seven hours west on various routes connecting to U.S. 395.



Approximately 94-percent of the land in the county is publicly owned; much of it is managed by the United States Forest Service and the Bureau of Land Management. The City of Los Angeles Department of Water and Power also owns large parcels of land throughout the county. This land tenure, combined with its geographic isolation and difficulty of access, naturally, influences development in the county, as well as its population, and its economy.

Mono County is characterized as rural and frontier and sparsely settled, with a population of 14,444 people according to 2019 U.S. Census Bureau data. Over one-half of the county's population (8,127 people) lives in the Town of Mammoth Lakes, the only incorporated community in the county. The remainder of the population lives in small communities scattered throughout the county’s 3,132 square miles.

In addition to Mammoth Mountain Ski Area, and the nearby June Mountain ski resort, the county is home to Devils Postpile National Monument, and abuts Yosemite National Park. The community of Lee Vining, overlooking Mono Lake, is the eastern gateway to Yosemite. The county’s primary economic drivers are tourism, local, state, and federal government spending, and agriculture.

Mono County’s mission is:

To support all our communities by providing superior services while protecting our unique rural environment.

To accomplish this, the County employs 320-people working in 17-County departments. Three of

these County departments – the Sheriff, the District Attorney, and the Assessor – are led by independently elected officials. A copy of the current Mono County Organization Chart is included as Exhibit I.

III. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for **Comprehensive County Fee Schedule Services**, the County of Mono intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most effective and advantageous means of providing the County with recommendations for considering changes to its current fee schedules and creating new ones.

At a minimum, and in addition to the description included in the Overview Section above, the Consultant selected to provide **Comprehensive County Fee Schedule Services** to Mono County will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they recommend and will agree to undertake in addition to this minimum Scope of Work:

1. **Identify & Calculate the Cost of County Services.** Identify all services the County provides for which it is allowed to charge a fee and, regardless of whether the County currently charges a fee for these services, calculate the County’s total cost of providing each service, including administrative overhead. The methodology and inputs used in making each calculation must be disclosed, clearly explained, and validated in a manner that supports the fee recommendations, and explains any deviation from the existing fee structure.
2. **Specify & Organize Fee Enactment Processes & Updates Thereto.** For each County service for which a fee may be proposed to be established or increased, identify the associated enabling legislation (e.g., County resolution or ordinance, or State regulation or statute, etc.); specify the respective enactment process prescribed for establishing or increasing the fee; and, propose ways to organize the presentation of the recommended fee schedules to the Board of Supervisors, with an objective of efficiently consolidating fee schedules – such as by department, or by approval mechanism (e.g., resolution or ordinance) etc.. Recommend reasonably efficient approaches, such as automatic CPI or other index-based adjustments, periodically updating key cost inputs, etc. for keeping the resulting fee schedules “current” in the future.
3. **Provide Rationale In Support of Recommended Approaches or Subsequent Board of Supervisors Direction for Fee Schedules.** Provide a survey of fees, similar to those being considered by Mono County, charged by California counties comparable to Mono. Identify those fees for which other jurisdictions typically pursue full cost recovery, and be able to articulate their reasons for doing so. Similarly, retain knowledge of service fees for which jurisdictions do not always pursue full-cost recovery, and understand and communicate their underlying rationale and approach to setting lower fees. For those fees which, for a variety of policy reasons, the Mono County Board of Supervisors may elect to forego fully

recouping the County's costs, be prepared to offer a rationale approach regarding which costs, if any, should be included in the reduced fee calculation to support the Board's policy objectives. When recommended fees represent a significant departure from past practice, be prepared to suggest ways in which the fee increases might be phased-in.

4. **In-person & Remote Availability.** Be available to meet, in-person and remotely, with County department representatives, the County Administrator, Finance Director, and members of the Board of Supervisors as necessary to initiate, complete, and implement the fee schedule study. Given the time and distances involved in traveling to Mono County from almost anywhere, the County hopes to limit the need for the Consultant to attend meetings in person. However, the County also recognizes that in-person meetings may significantly benefit the process; particularly during its initiation and conclusion.
5. **Preparation of Effective Briefing Materials and Presentations.** In conjunction with the preparation of the fee schedule study, if and when requested by the County, the Consultant is expected to work with the County to develop specific briefing papers or presentations for the Board of Supervisors and the public. These briefing papers will be used to educate and win support for fee recommendations, and help inform fiscal and public policy decisions made by the Board of Supervisors.

IV. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter.** A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.
2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving the preparation of fee schedules for public agencies; preferably rural county governments in California. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles, or the City of Los Angeles Department of Water and Power.
3. **Key Personnel.** Identify, specifically, the key personnel who will be assigned to work with the County of Mono and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work, and the hourly rates at which they will be billed
4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section III of this RFP, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

Regarding the work plan's relation to the specific minimum components of the Scope of Work described in Section III, the work plan must, at the very least:

- a) Describe how the Consultant will identify all County services eligible for consideration in the fee study, regardless of whether the County currently charges a fee for the service.
- b) Detail the Consultant's methodology for analyzing and calculating the County's actual cost for providing a specific service. The detail should describe what cost inputs are included in the calculation, as well as how those costs are verified, and include, but not necessarily be limited to describing how direct and indirect costs are accounted for in relation to fluctuating demands for service.
- c) Demonstrate the Consultant's familiarity with the variety of legal frameworks and requirements under which California counties may establish or increase various fees, and describe how the Consultant will navigate these requirements and organize the presentation of various fee schedules to the Mono County Board of Supervisors in the most logical and efficient manner.
- d) Provide a timeline detailing when the Consultant will commence preparation of the fee study, identifying key milestones, and indicating when the County can expect to receive initial recommendations for revamping its fee schedules. The timeline should demonstrate the Consultant's preparedness and awareness that, subsequent to making its initial recommendations, the Consultant may need to be available to work with staff and make presentations to the Board which could result in needing to make revisions to the recommendations, all the while ensuring the new fee schedules can be considered for approval by the Board of Supervisors by the end of March, 2021.

The timeline should also identify the timeframes or deadlines the County will have for supplying any information which County will be expected to provide the Consultant and on which the Consultant's timeline is predicated.

- e) Identify the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing the fee schedule study for the fixed fee specified in the respondent's compensation proposal. Ensure that timelines for any work the County is expected to perform is clearly delineated on the timeline described in (d) above.
- f) Identify the public entities that will be included in any fee survey, and the ranges or types of fees that will be reported. Describe the Consultant's familiarity with rationales utilized by other local governing bodies in deciding whether to pursue full cost recovery for a particular service, and which costs to include in fees that are reduced below their actual cost in order to affect a particular policy outcome.

Discuss approaches the Consultant may recommend for incrementally increasing fees.

- g) Describe any additional services the Consultant proposes to add value for the County as the result of the sought engagement.

5. Demonstration of Approach and Geopolitical Knowledge. Based on demonstrated knowledge of Mono County and its current fee structure, and in less than one-page, identify what the respondent believes are the three County fees most in need of updating? Explain why these three fees are recommended for updating. And describe what the Consultant believes are the County's actual costs, on a per unit basis, for the services in question, and what additional information is necessary to refine its calculation.

6. Ability to Contract and Exceptions. This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Mono County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Mono Standard Agreement Template Version 2019040 and note any exceptions. A sample of Standard Agreement Template Version 2019040 is attached as Exhibit II, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to the Standard Agreement Template identified in the respondent's proposal will be considered during the negotiation process.

This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section III).

7. References. Submit a minimum of three client references (preferably rural counties in California, or the West) where similar services have been provided, with contact names, phone numbers and e-mail addresses, and identify the duration of the engagement.

8. Compensation Proposal. The proposal must clearly and simply identify the not-to-exceed fee the individual or firm will charge the County for the services identified in the respondent's proposal, and the Scope of Work and corresponding Work Plan described in this RFP. The compensation proposal should quantify any minimum and maximum levels of service and engagement to the extent applicable and identify and itemize any specific costs not included as part of the flat fee. Also include a schedule of your firm's standard hourly rate for each of the key positions identified in the proposal.

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V. **SUBMISSION OF PROPOSALS / DEADLINE**

The deadline for receipt of proposals is 5 p.m. November 23, 2020. Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Mono
Office of the County Administrator – Comprehensive County Fee Schedule Services RFP
P.O. Box 696 / 74 N. School Street
Bridgeport, CA 93517

Note: The United States Post Office may only deliver mail addressed to the P.O. Box, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

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VI. EVALUATION CRITERIA

All proposals received by the submittal deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

| Criteria | Scoring Points Possible |
|---|-------------------------|
| Completeness. Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section IV. PROPOSAL (SUBMITTAL) REQUIREMENTS above? | Pass/Fail |
| Clarity. Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County? | 10 |
| Thoroughness of Methodology. Is the Consultant’s approach to identifying <u>all</u> County services for which it might consider charging fees efficient and realistic? Is the methodology the Consultant proposes to utilize thoroughly described, and is it likely to capture all of the County’s actual costs for providing a particular service? How does proposed level of analysis (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought? | 20 |
| Familiarity with Enabling Legislation & Processes. Does the proposal demonstrate the Consultant’s understanding of the various legal authorities under which the County may establish fees for different services and with which the County must comply? Does the proposal present a reasonable approach for consolidating the presentation and processing of resulting fee schedule recommendations to the extent doing so is practicable? Are the approaches for keeping the County’s fee schedules current in subsequent years reasonable and defensible? | 15 |
| Supporting Rationale. Is the Consultant’s proposed survey of comparable fees in other jurisdictions likely to be persuasive in supporting the fee schedule recommendations? Does the Consultant demonstrate sufficient experience and dexterity to effectively discuss and respond to Board questions and policy considerations relative to full-cost recovery and incrementally increasing fees? | 10 |
| Quality of Proposed Work Plan. Overall, is the proposed work plan feasible and thorough and demonstrate the proposer’s reasonable understanding of the County’s needs and challenges? Is the timeline realistic and likely to meet the County’s objective of relying on the new fee schedules to prepare next year’s Budget? Does the work plan represent an exceptional value? | 20 |
| Demonstration of Approach & Geopolitical Knowledge. Are the three (3) existing County fees most-in-need-of-updating, identified in the Consultant’s proposal, justified by the accompanying analysis, and does the Consultant’s recommendations convey a fundamental familiarity with Mono County and its financial and political environments? | 10 |
| Experience. Does the experience of the individual or firm, and key personnel, indicate the ability to successfully accomplish the Scope of Work? Do references support this conclusion? | 10 |
| Ability to Contract. Do any exceptions to the County’s proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement? | 5 |
| MAXIMUM POSSIBLE SCORE | 100 |

VII. EVALUATION PROCESS

An evaluation committee comprised of County representatives will evaluate all submitted proposals. The committee’s evaluation will be based solely on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of “best value” to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals (“short-list”), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and to negotiate with multiple respondents. Any resulting agreed upon contract is subject to approval by the Mono County Board of Supervisors. Mono County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent’s submittal, being presented for consideration by the Board of Supervisors. See County of Standard Agreement Template Version 2019040. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This process will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

VIII. CONTRACT TERM

Unless otherwise negotiated, the County expects the term of the contract will be for a maximum of six (6) months (December 15, 2020 through June 15, 2021), but expects the project to be preliminarily completed no later than March 2021.

IX. RFP QUESTIONS & INQUIRIES

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Janet Dutcher, Finance Director, at jdutcher@mono.ca.gov, with “COMPREHENSIVE COUNTY FEE SCHEDULE SERVICES RFP QUESTION” in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Monday, November 16, 2020.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County’s specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Rebecca Buccowich, via email to rbuccowich@mono.ca.gov with “COMPREHENSIVE COUNTY FEE SCHEDULE SERVICES RFP NOTIFICATION LIST” in the subject line, no later than 5 p.m. on Monday, November 9, 2020. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Ms. Buccowich at 760-932-5408 to ensure their request has been received.

X. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Mono, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

XI. REQUEST FOR PROPOSALS FOR FINANCIAL FORECASTING SERVICES

Simultaneous with the publication of this Request for Proposals, the County intends to solicit proposals for consulting services to provide the County with short- and medium-term financial forecasting services to be relied upon in preparing and adjusting the coming County Budget and subsequent years’ budgets. Individuals and firms considering preparing a response to this RFP for Comprehensive County Fee Schedule Services are also invited and encouraged to review and consider responding to the RFP for Financial Forecasting Services.

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EXHIBIT I

MONO COUNTY ORGANIZATIONAL CHART

MONO COUNTY ELECTORATE

BOARD OF SUPERVISORS

COUNTY ADMINISTRATION
Robert Lawton

COUNTY COUNSEL
Stacey Simon

ASSESSOR
Barry Beck

DISTRICT ATTORNEY
Tim Kendall

Victim-Witness

SHERIFF
Ingrid Braun

Boating

Coroner

Court Security

Emergency Services

Jail

Search & Rescue

ANIMAL CONTROL
Vacant

CLERK-RECORDER
Shannon Kendall

ECONOMIC DEVELOPMENT
Alicia Vennos

INFORMATION TECHNOLOGY
Nate Greenberg

PROBATION
Karin Humiston

PUBLIC WORKS
Tony Dublino

BEHAVIORAL HEALTH
Robin Roberts

COMMUNITY DEVELOPMENT
Wendy Sugimura

FINANCE
Janet Dutcher

EMERGENCY MEDICAL SERVICES
Chris Mokracek

PUBLIC HEALTH
Lynda Salcido (Interim)

SOCIAL SERVICES
Kathy Peterson

Human Resources
Risk Management

Mental Health Services Act
Alcohol and Other Drug Services

Elections
Clerk of the Board

Building Inspection
CDBG
Housing

Code Enforcement
Geothermal
Planning

Auditor-Controller
Treasurer-Tax Collector

Tourism
Fish Enhancement

Adult Probation
Juvenile Probation

Environmental Health
Bioterrorism
Health Education

Campgrounds
Engineering
Motor Pool
Solid Waste

Capital Improvement
Facilities
Road
Zones of Benefit

ETR
Foster Care
General Relief

County Of Mono



October 23, 2020

EXHIBIT II

MONO COUNTY STANDARD AGREEMENT TEMPLATE
VERSION 2019040

**AGREEMENT BETWEEN COUNTY OF MONO
AND CONTRACTOR
FOR THE PROVISION OF REALLY GOOD SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the really good services of [Click here to enter text.](#), of [Click here to enter text.](#) (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of [Click here to enter text.](#), or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from [Click here to enter text.](#), to [Click here to enter text.](#), unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$[Click here to enter text.](#), not to exceed \$[Click here to enter text.](#) in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then 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.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:

[Click here to enter text.](#)
[Click here to enter text.](#)

Contractor:

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

Click here to enter text.

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF [Click here to enter text.](#) **SERVICES****

TERM:

FROM: [Click here to enter text.](#) **TO:** [Click here to enter text.](#)

SCOPE OF WORK:

[Click here to enter text.](#)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF [Click here to enter text.](#) **SERVICES****

TERM:

FROM: [Click here to enter text.](#) **TO:** [Click here to enter text.](#)

SCHEDULE OF FEES:

[Click here to enter text.](#)

See Attachment B1, incorporated herein by this reference (optional).