

COUNTY OF MONO
REQUEST FOR PROPOSALS



For

Financial Forecasting 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 **Financial Forecasting Services** to assist the County in preparing County Budgets, making adjustments to the Budget during the fiscal year (July 1st to June 30th), and developing strategies in advance of future County Budgets.

The financial forecasts must consider and analyze discretionary sources of revenue (for example, but not limited to, locally-generated property, sales, and lodging taxes and fees for services) and costs associated with discretionary expenditures (i.e., those expenditures assigned to the County's General Fund Budget) which the County can anticipate receiving and incurring with levels of confidence that must be specified and disclosed in the report. While the County's primary objective is to secure financial forecasting services for revenues and expenses affecting its General Fund, the County may place a premium on those proposals which include a component demonstrating a compelling methodology for also forecasting (and handicapping) non-discretionary revenues and expenditures associated with the County's administration of State and Federal programs accounted for in its Non-General Fund Budgets.

At a minimum, the County seeks rolling financial forecasts that consider a three-year financial planning horizon, delineated by fiscal year. These forecasts must be submitted no less than annually, with twice-annually being preferred, and submitted on a schedule that maximizes their utility for the County's budgeting process (see Exhibit I: Mono County Budget Calendar), while ensuring the analysis is based on optimal economic data inputs. Additionally, the County expects these forecasts to be monitored for, and the County alerted to, deviations in trends and projections the Consultant relied on in preparing its forecasts and that may not be immediately evident to the County based on its own review of revenue receipts.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Financial Forecasting Services** with an individual or firm deemed responsive to its needs as close as possible to the beginning of the County's third fiscal quarter on January 1, 2021, and preparation of the County's Fiscal Year 2021-2022 Budget, 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.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted or agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 42 months (December 15, 2020 through June 30, 2024, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 42-month term, the contract will provide the County and Contractor the option to extend the

contract for another five years on terms mutually agreed upon and subject to approval by the Mono County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Financial Forecasting Services** to the County of Mono, and certainly not expected to be made effective by December 15, 2020, respondents to this Request For Proposals are invited to consider submitting a supplemental option that identifies how their proposal, and any resulting contract, might be modified to provide similar **Financial Forecasting Services** to the Town of Mammoth Lakes, subject to separate consideration and approval by the Mammoth Lakes Town Council. The Town of Mammoth Lakes is the only incorporated jurisdiction in Mono County Mammoth Lakes encompasses an area of 25 square miles, boasts a population of approximately 8,127 people, and operates on an annual budget of over \$31 million.

Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the Town, upon agreement by the Mammoth Lakes Town Council and Mono County Board of Supervisors, with the Town paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible “two-for-one” arrangement that could allow the County of Mono and the Town of Mammoth Lakes to share in the fixed-costs for **Financial Forecasting Services** while allowing each entity the ability to receive these services independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the Town of Mammoth Lakes, may choose to structure this part of their response as a separate scope of work with a separate fee schedule to be agreed upon between the respondent and Town of Mammoth Lakes, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the Town to receive any consideration in the application of the scoring criteria identified below.

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.

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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 (many of which are closed during the winter) 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 (8,235 people) live 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. The current Fiscal Year 2020-2021 Recommended County Budget, as of August 10, 2020, projects \$121,263,920 in expenditures and \$109,273,876 in revenues, and anticipates using \$11,990,044 in fund balance surpluses to bridge the deficit. The General Fund portion of the Recommended Budget is comprised of \$40,678,872 in expenditures and \$37,552,510 in revenues and relies on \$3,126,363 in Fiscal Year 2019-2020 General Fund Balance. Various taxes comprise 67.2% of the projected General Fund revenues, while charges for services account for 15.3% of the revenue projections. Updates to the Fiscal Year 2020-2021 Recommended County Budget, and prior year County Budget can be viewed in detail online at <https://monocounty.ca.gov/auditor/page/2020-2021-budget-development-adoption>.

III. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for **Financial Forecasting 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 short-term (i.e., the coming fiscal year) and medium-term (i.e., the next 36-months) financial forecasts for use in preparing and adjusting County Budgets.

At a minimum, the Consultant selected to provide **Financial Forecasting Services** 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. **Financial Forecasting.** Continuously monitor the best-available and the most-relevant County, State and Federal revenue data – including, but not limited to tax receipts and funding allocations – and County-costs, such as those associated with County discretionary expenditures, labor agreements, and State and Federal program mandates -- and analyze this data relative to local, regional, state and national economic trends and forecasts, to prepare and provide the County with annual (with semi-annual being preferred) written financial forecasts. The County will use these forecast to inform its budgetary strategies and policy considerations.

In providing financial forecasts, the Consultant is expected, for each revenue or cost component included in the forecast, to provide ranges of revenue likely-to-be-attained and costs likely-to-be-incurred and assigning a degree of certainty or risk to each component and, detail the assumptions and variables affecting these forecast components.

2. **Familiarity with County Budget.** The County of Mono is solely responsible for, and capable of preparing and recommending adjustments the County Budget for consideration and approval by the Mono County Board of Supervisors acting in its sole discretion. The County intends to rely on the financial forecasts sought through this RFP to add even more value to the work already being performed by County staff.

The Consultant is, however, expected to maintain a familiarity with projected revenues and expenses, and the assumptions on which they were based, contained in the Recommended and Board-Approved County Budgets, and monitor trends and projections relied on for preparing and approving the Budgets for the purpose of informing the County of any deviations in these assumptions, and preparing and updating their financial forecasts, and alerting the County to emerging trends and relevant budgetary considerations.

3. **Preparation of effective briefing materials and presentations.** In conjunction with the preparation of financial forecasts, 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 funding recommendations, and help inform fiscal policy decisions made by the Board of Supervisors.

4. **Regular phone calls and briefings to the County.** At least monthly, conduct phone briefings with County staff and officials to discuss trends and issues affecting, or with the potential to affect the Consultant's financial forecasts.
5. **Availability.** As necessary, maintain phone and email contact with County representatives to provide information on deviations in recent financial forecasts and receive information that could influence current and future forecasts.
6. **In-person visits.** Given the time and distances involved in traveling to Mono County from almost anywhere, the County intends to limit the need for the Consultant to attend meetings in person. However, from time-to-time, the County may request the Consultant to travel to Mono County to discuss their work, including briefing staff, the Board of Supervisors, and the public.

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 financial forecasts for public agencies; preferably local 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 their respective work 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, 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) Indicate if the respondent is proposing to prepare financial forecasts for only discretionary sources of revenue (for example, but not limited to, locally-generated property, sales, and lodging taxes and fees for services) and costs associated with discretionary expenditures (i.e., those expenditures assigned to the County's General Fund Budget, including labor agreements), OR, if the submittal also includes an optional proposal for forecasting non-discretionary revenues and expenditures, such as those associated with the County's administration of State and Federal programs. The following County Departments operate outside the General Fund and are funded mostly with a combination of federal and state resources: Roads, Social Services, Public Health, and Behavioral Health.
- b) Indicate whether the respondent proposes furnishing the County with **annual, or semi-annual financial forecasts**? Discuss any recommendations the respondent may have for updating these forecasts on alternate schedule.
- c) Describe the respondent's **approach** to, and **methodology** for financial forecasting.
- d) Identify all local, State and Federal **data sets**, and other sources of revenue and expense information, as well as **economic forecasts** and data, the respondent will use in preparing its financial forecasts. If the submittal proposes an optional Non-General Fund forecasting component, distinguish the data sets that will be used for General Fund forecasts from those that will be used for Non-General Fund forecasts. Explain the rationale for the inclusion or exclusion of sources.

To the extent the proposal includes forecasting anticipated payments and costs associated with the implementation of State or Federal programs, identify how the respondent will remain informed about changes to existing program requirements and the potential introduction of new initiatives as the result of new legislative, regulatory and programmatic mandates.

- e) Provide a **timeline** detailing when the Consultant will commence preparation of its financial forecasts, and when the corresponding forecasts will be presented to the County.

The timeline should include a narrative describing how the Consultant proposes to **(1) obtain the most timely and complete revenue and expense data, and other relevant sources of economic information; and (2) ensure that the resulting financial forecast is delivered to the County on a schedule that maximizes its utility to the County in preparing or amending the County Budgets** (see Exhibit I Mono County Budget Calendar). When these objectives may be conflicted, the narrative should include a discussion of the trade-offs and recommend an optimum resolution.

The timeline should also identify the timeframes or **deadlines the County will have** for supplying any information the County will be expected to provide the Consultant.

Note: Because this engagement will begin following adoption of the Fiscal Year 2020-2021 Board-Approved County Budget, the respondent may choose to propose their first work product(s) be an annual report providing a financial forecast relative to the County's development of its Fiscal Year 2021-2022 Budget with medium-term projections of revenue and expenditure trends over the next three years. Regardless of the services proposed, respondents are encouraged to carefully review the Budget Calendar (Exhibit I) and ensure that the delivery of whatever services they are proposing will be delivered to the County on a schedule that maximizes the benefit of the Consultant's proposed services to the County.

- f) 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 financial forecasts 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.
 - g) At its best, budgeting is an informed gamble. Describe how the Consultant will approach providing the County with a **range of revenue and expense projections and assign corresponding degrees of risk** for each projection (i.e., handicapping the likelihood of achieving/incurred the forecast level of revenue or expense).
 - h) Detail how, and the frequency with which the individual or firm will **monitor** its financial forecasts relative to the County's adopted budget.
- 5. Demonstration of Approach and Geopolitical Knowledge.** Based on demonstrated knowledge of Mono County and its current County Budget, and in less than one-page, identify what the respondent believes are the three most critical sources of revenue or expense that will have the greatest influence on the County's fiscal stability over the next three years. Explain why these three components were selected; the current three-year outlook for each, citing sources and rationale; and what variables might change the currently forecast trajectory of these components.
- 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 relationship.
8. **Compensation Proposal.** The proposal must clearly and simply identify the maximum not-to-exceed fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Scope of Work (i.e., Section III. Nos. 3, 5, and 6 above) and the Work Plan, for the duration of the first 42-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent. Also, include a schedule of your firm's standard hourly rate for each of the key positions identified in the proposal.

If the submittal proposes an optional Non-General Fund forecasting component (e.g., for departments funded mostly with a combination of federal and state resources such as Roads, Social Services, Public Health, Behavioral Health, etc.) the Cost Proposal must distinguish the cost for this optional service from the core General Fund financial forecasting services being proposed.

If the respondent proposes furnishing the County with semi-annual financial forecasts in addition to annual forecasts (see 4.b. above), the additional cost – if any – of these semi-annual forecasts must be identified separate from the cost of providing the minimally-required annual forecasts.

9. **Services for the Town of Mammoth Lakes (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Financial Forecasting Services** to the Town of Mammoth Lakes if, at a later date, the Mammoth Lakes Town Council elects to avail the Town to such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Financial Forecasting Services** for the Town of Mammoth Lakes, working in concert with or independently of the County of Mono should either:

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- a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Mono exclusively could subsequently be expanded to provide the same services, to the extent they are required, to the Town for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the Town would reimburse the County for its share of the services to which it has access.

OR

- b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the Town of Mammoth Lakes, AND showing how both the Town and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

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 – Financial Forecasting 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. Drawer, 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.

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:

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| 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 |
| Scope of Services. What is the overall Scope of Services being proposed? How complete is the proposal for forecasting General Fund revenues and expenses? Does the submittal propose providing annual or semi-annual financial forecasts for the same or a different fee? Does the proposal extend to forecasting non-discretionary revenue and expenses for a reasonable additional fee? If so, how sound is the approach to monitoring legislation, regulations and program requirements the could affect associated payments and expenses to the County? | 20 |
| Adequacy of Proposed Source Data & Economic Forecasting Tools. Is the quality and quantity of sources of information to be used in preparing the financial forecasts likely to result in receipt of highly accurate forecasts? Does the proposal provide a compelling rationale for including or excluding specific sources of information? How does proposed level of analysis (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought? | 20 |
| Quality of Proposed Work Plan. Is the proposed work plan feasible and thorough and demonstrate the proposer's reasonable understanding of the County's needs and challenges? Does the timeline maximize the use of optimal financial and economic data AND utility to the County relative to its Budget Calendar? Does the work plan represent an exceptional value to the County? | 25 |
| Demonstration of Approach & Geopolitical Knowledge. Are the key sources of revenue and expense identified in the Demonstration of Approach section of the proposal well-justified, and do they convey a fundamental familiarity with Mono County and its financial forecasting needs? | 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 |
| BONUS POINTS | |
| Town of Mammoth Lakes Option. If the proposer has included an option for also providing Financial Forecasting Services to the Town of Mammoth Lakes pursuant to Section IV. Paragraph 9. Services for the Town of Mammoth Lakes (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Mono and the Town of Mammoth Lakes? Note: The County is providing for this option as a courtesy to the Town of Mammoth Lakes and does not warrant the Town of Mammoth Lakes will ultimately avail itself of any proposed services. That decision will be made, if it is made, in the sole discretion of the Town of Mammoth Lakes and Mammoth Lakes Town Council, and occur after the selected Consultant enters into its contract with the County of Mono. | 5 |

VII. EVALUATION PROCESS

A review committee comprised of County representatives will evaluate all submitted proposals. The 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 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 Mono 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 method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

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VIII. CONTRACT TERM

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 42 months (December 15, 2020 through June 30, 2022), contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 42-month term, the contract will provide the County and Contractor the option to extend the contract for another five (5) years on terms mutually agreed upon and subject to approval by the Mono County Board of Supervisors.

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, Mono County Finance Director, a jdutcher@mono.ca.gov, with "FINANCIAL FORECASTING 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 "FINANCIAL FORECASTING SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, September 11, 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.

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XI. REQUEST FOR PROPOSALS FOR COUNTY FEE SCHEDULE SERVICES

Simultaneous with the publication of this Request for Proposals, the County intends to solicit proposals for consulting services to review and update the County's fee schedule. Individuals and firms considering preparing a response to this RFP for Financial Forecasting Services are also invited and encourage to review and consider responding to the RFP for County Fee Schedule Services.

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EXHIBIT I

MONO COUNTY BUDGET CALENDAR

| BUDGET ACTIVITY | PARTICIPANTS | Comments | FY 2021-20 |
|---|--|---|--------------------------------|
| CAO and Finance develop budget calendar. Proposed calendar presented to the Board Dates for key milestones are set. | CAO FINANCE BOARD MEMBERS | send detailed calendar to DH, present summarized calendar to the BOS, does not require BOS adoption, just consensus | First week of February |
| Strategic workshops, one with DH and the other with Board & County leaders to update strategic plan for FY 2020-21 strategic directives and funding priorities | CAO/Nate Greenberg FINANCE DEPT HEADS BOARD MEMBERS | | February |
| Capital Improvement Projects workshop | BOARD MEMBERS PROJECT REVIEW COMMITTEE | | March |
| Finance determines: Schedule of assumptions and economic factors GF revenue projections (departments are responsible for non-GF revenues) Schedule of salary and benefit accounts Insurance allocation Cost plan allocation Internal rates for various department charges including motor pool, IT charges and tech refresh, copier pool Set up Department proposals in Budget Builder | FINANCE ISF AND SERVICE DEPARTMENTS HUMAN RESOURCES | | January to mid-February |
| CAO and Finance update Board about budget development FIRST OF FOUR UPDATES | BOARD MEMBERS CAO FINANCE | discuss rate development results | 3rd Tuesday of February |

| BUDGET ACTIVITY | PARTICIPANTS | Comments | FY 2021-20 |
|--|---------------------------------------|---|--|
| CAO and Finance finalize Beginning assumptions to develop FY 2020-21 base budget Revenue estimates Net cost allocation to GF budget units Import base budget into budget builder | CAO FINANCE | | End of February |
| CAO and Finance update Board about budget development | BOARD MEMBERS CAO FINANCE | update BOS re economics, discretionary revenues | 2nd week of March |
| CAO and Finance review and finalize department budget guidelines, instructions and worksheets. Finance distributes to departments. | CAO FINANCE | | Mid-March |
| Budget system goes live for budget entry. Departments begin to enter budgets. | DEPARTMENTS | | Mid-March |
| Budget training for Department Heads and finance staff (including instructions for using OPENGOV Budget Builder) | CAO FINANCE DEPARTMENT HEADS | hold in conjunction with DH meeting? | Mid-March |
| CAO and Finance update Board about budget development | BOARD MEMBERS CAO FINANCE | present GF allocations to Depts, structural status of GF deficit and balancing | 1st Tuesday of April |
| Departments submit budget forms back to Finance and Department budgets are completed | DEPARTMENTS FINANCE | allow week to review budget proposals before meetings with departments commence | End of March |
| CAO and Finance meet with departments to review budget requests | CAO FINANCE DEPARTMENTS | | April |

| BUDGET ACTIVITY | PARTICIPANTS | Comments | FY 2021-20 |
|---|--|--|-------------------|
| CAO and Finance update Board about budget development | BOARD MEMBERS CAO FINANCE | discuss department budget requests, results of one on one meetings | Mid May |
| CAO and Finance develop and finalize Budget Workshop materials | CAO FINANCE | | Mid May |
| Budget workshop with Board, Departments, CAO and Finance | BOARD MEMBERS CAO FINANCE DEPARTMENTS | 2 days, 6 hours each | End of May |
| CAO and Finance develop recommended budget. Recommended budget book is assembled and published | CAO FINANCE | delaying adoption into July allows for accurate estimation of property taxes, sales taxes, and TOT | 1-Jun |
| Publish notice that the budget is available and notice public hearings. Distribute published budget to known participants and post on website (10 day notice). Send to newspaper no later than Wednesday, July ?. | CAO FINANCE CLERK | | 1-Jun |
| CAO and Finance present the recommended budget to the Board and the public | BOARD MEMBERS CAO FINANCE | Present recommended budget one week prior to public hearing and adoption | 15-Jun |
| Open public hearing at Board meeting. Opportunity for public comments concerning recommended budget. | BOARD MEMBERS PUBLIC AND CITIZENS | | 15-Jun |
| Board of Supervisors considers adoption of recommended budget. | BOARD MEMBERS | | 15-Jun |

October 23, 2020

County of Mono, California
FINANCIAL FORECASTING SERVICES RFP

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