

AGREEMENT NO. ___-___
(Agreement for CAAP Dashboard Consulting Services)

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of January, 2025, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Michael Hendrix Consulting, (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services; and

WHEREAS, the County desires to obtain CAAP Dashboard Consulting Services; and

WHEREAS, the State contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State contract; and

WHEREAS, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide CAAP Dashboard Consulting Services, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which is hereto attached as Exhibit C; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibit A – RFP Excerpt and Exhibit B – Contractor Proposal, and in a manner satisfactory to the Director of Community Services or his/her written designee (“Director”): CAAP Dashboard Consulting Services. These services include the following tasks and subtasks:

Task 1: Project Management - The selected consultant will collaboratively manage the project with the County’s Sustainability Division staff and relevant stakeholders. This will include scheduling regular meetings, managing timelines, providing progress reports, website trainings to staff, and presentations to relevant local boards/Commissions/Committees.

Task 1 Deliverables:

- *Develop a detailed project plan, project-kick off meeting, and a timeline of key milestones.*
- *Schedule regular meetings with the County project team and provide meeting agendas, action items, and summaries.*

Task 2: Draft Data Metrics – The selected Consultant/Firm will develop tracking systems for the 10 core strategies, 40 measures, and 180 distinct actions outlined in the 2030 CAAP. Based on the CAAP, the selected Consultant/Firm will collaborate with County Staff and stakeholders to identify the most effective data metrics and climate resilience stories for inclusion in the dashboard. At least one stakeholder workshop will be held to gather feedback on proposed metrics and reporting methods. These metrics will be used to create interactive tools and data visualizations for the dashboard, enabling real-time progress tracking and scenario modeling.

Task 2 Deliverables:

- *At least one stakeholder workshop to gather feedback on proposed metrics and reporting methods (including agenda and presentations at meeting).*
- *Draft set of resilience metrics to track progress of the strategies, measures, and actions in the CAAP, including proposed data sources and visual tools to be integrated into the dashboard.*

Task 3: Finalize Data Metrics for the Dashboard – Based on stakeholder input, refine and finalize the climate action and resilience metrics and develop a monitoring plan for the final metrics. Collaborate with staff to develop a draft climate adaptation and resilience narrative and content to tell the story of the CAAP in relation to the desired message and metrics. This narrative will be woven into the dashboard with the metrics serving as visual aids to make CAAP progress understandable. Selected Consultant/Firm will develop a monitoring plan to ensure consistent and ongoing data collection (including considerations for long term cost and feasibility in measuring identified metrics). Identify information sources and monitoring protocols for metric tracking.

Task 3 Deliverables:

- *Final recommended metrics.*
- *Draft and final prototypes of the dashboard interface.*
- *Draft and final monitoring plan.*
- *Draft and final climate resilience narrative.*

Task 4: Dashboard Development – The selected consultant will be responsible for developing the technical aspects (code, framework, etc.) of the dashboard within the Yolo County CAAP Portal platform. The consultant and County staff will collect data for metrics and integrate the data into an interactive, user-friendly, and visually engaging platform. Along with technical aspects, the consultant will finalize the dashboard written context (in partnership with County staff) that tells the Yolo County climate action and resilience story. This dashboard will be the primary tool for residents, County staff, and decision-makers to track Yolo County’s progress toward its climate goals. The consultant will also develop custom infographics that can connect to different data sets across the dashboard.

The dashboard must meet the following design and functionality requirements, ensuring that the design reflects the County’s priorities, with a focus on equity, ease of use, and accessibility.

1. Interactive Visual Design:

- The dashboard should feature dynamic visualizations, such as interactive charts, graphs, progress bars, and heat maps. These visualizations must allow users to filter data by various categories (e.g., GHG emissions by sector/strategy, timeframes (phase I, II, III), and action type (ordinance, program, municipal action, etc.)).
- Include icons and photos to enhance user experience and make the dashboard visually appealing. CAAP icons should be used to represent different sectors (e.g., transportation, energy, water) and actions.
- The interface must be understandable, enabling residents, stakeholders, and staff to quickly understand the data presented.

2. Public-Facing and Internal Use:

- The dashboard should be public-facing, providing the community with easy access to the County’s progress on CAAP strategies, measures, and actions.
- For internal use, it should allow for secure staff editing and updating of data, metrics, and content. The back-end system must be simple enough for County staff to manage without requiring significant technical expertise.
- The dashboard should be built with role-based access to ensure that only authorized personnel can edit data while making key information publicly visible.
- Dashboard ownership and maintenance must be transferrable to County at conclusion of contract at no additional cost.

3. Scenario Tracking:

- Include a scenario tracking tool that allows users (both public and staff) to model different emissions reduction pathways based on varying levels of action or intervention.
 - This feature should enable users to explore potential benefits of actions like fleet electrification, increased renewable energy generation, or reduced water consumption, visualizing how these efforts would contribute to meeting CAAP goals.
4. Website Integration:
- The dashboard must be fully integrated into Yolo County’s existing website and CAAP Portal and optimized for both desktop and mobile use. It should be compatible with major web browsers and meet WCAG accessibility standards to ensure that all residents, including those with disabilities, can interact with it.
 - The system should be built using technology that is easily maintainable by the County staff, and adaptable for future updates and expansions upon the conclusion of the contract.
5. Public Interaction Features:
- To enhance community engagement, include a Community Tracker, where residents can pledge actions (e.g., reducing water use, biking to work) and report on their progress toward reducing their carbon footprint. This feature should allow the County to track community participation in climate initiatives.
 - Consider options for interactive quizzes or challenges where residents can learn about sustainable practices and commit to climate-friendly actions.
 - Incorporate features that allow residents to submit feedback or suggestions on the CAAP’s progress and the dashboard itself.
6. Data Reporting and Accessibility:
- The dashboard should allow users to generate custom reports on emissions reductions, energy consumption, and other key metrics. These reports should be exportable in various formats (e.g., PDF, Excel).
 - Include multilingual support to ensure that non-English-speaking residents can access the information in their preferred language.
 - Ensure that the system is ADA-compliant and optimized for use with screen readers and other assistive technologies.

Task 4 Deliverables:

- *Final Climate Dashboard that includes all key functionalities and design elements such as data visualizations, scenario tracking, public interaction tools, and real-time data integration.*
- *Integration of dashboard into existing website.*
- *Detailed dashboard guide for staff, outlining how to use, update, and maintain the system during and after contract period.*
- *Project demo and testing with staff prior to acceptance.*

- *County-wide license to use the Kausal platform, hosting, maintenance, support, security updates, daily back-ups, bug fixes after the dashboard goes live up to the end of December 2026*

Task 5: Public Engagement – Support public dashboard launch to gain awareness and engage the public on the goals of the CAAP and Yolo County’s process towards a net-negative carbon emissions future. Work with County staff to develop an outreach strategy to conduct outreach to the community to engage with them on the CAAP dashboard.

Task 5 Deliverables:

- *Outreach strategy.*

B. Budget:

The amount paid to Contractor for each task shall not exceed the amounts per line item set forth below:

Item #	Tasks	Number of project hours	Cost of services
1	Project management	77	\$14,850.00
2	Draft data metrics	77	\$14,925.00
3	Finalize data metrics for the dashboard	74	\$14,360.00
4	Dashboard development	210	\$39,750.00
5	Public Engagement	60	\$12,000.00
DC	Direct Costs	NA	\$3,200.00
COST TO NOT EXCEED		498	\$99,085.00

C. Contractor shall provide the full range of services with regard to the project described above. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

D. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

- | | |
|-----------|---------------------|
| Exhibit A | RFP Excerpt |
| Exhibit B | Contractor Proposal |
| Exhibit C | Cost Proposal |
| Exhibit D | Insurance Waiver |

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

FEE RATE SCHEDULE		
Item #	Job Role	Hourly Rate
1	Michael Hendrix: Project Manager (PM) and lead in data metrics	\$195.00
2	Cheryl Laskowski: Deputy PM and lead in stakeholder outreach	\$200.00
3	Tero Tikkanen: dashboard design and branding	\$200.00
4	Jouni Tuomisto: dashboard scenario tool setup	\$200.00
5	Samuel Wijaya: dashboard project management & customer support	\$150.00
6	Timo Tuominen: dashboard back-end setup	\$200.00

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed \$99,085.00 (“Contract Maximum”). In the event that completion of Tasks 1-5 results in costs to Contractor that exceed the Contract Maximum, Contractor shall complete all tasks provided for in this Agreement without additional compensation in excess of the Contract Maximum. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

III. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director’s written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor’s detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director’s authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

IV. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

B. The following provisions shall apply to the software platform used in fulfilling this Agreement provided by Subconsultant Kausal ("Software"):

1. Ownership and Rights

Kausal retains all copyrights, patents, trade secrets, and other intellectual property rights to the Software.

For the duration of this Agreement, Kausal grants the County a non-exclusive, non-transferable license to use the Software for the purposes outlined in this Agreement.

Kausal agrees to provide the County with the source code of the Software at any time upon request, including at the termination of this Agreement, at no additional cost.

The source code provided to the County is licensed under the GNU Affero General Public License version 3 (AGPL v3). This license grants the County the following rights:

- a. To use the Software for any purpose
- b. To modify the Software to suit the County's needs
- c. To distribute the original or modified versions of the Software

d. To access and study the source code

Any modifications or derivative works based on the Software must also be licensed under AGPL v3 and made publicly available.

2. Hosting and Maintenance

If the County chooses options (b) or (c), Kausal's obligation for transition assistance shall be limited to:

a. Providing a complete copy of the most recent version of the Software source code.

b. Delivering a full export of all County data stored within the Software in a commonly used, machine-readable format (e.g., CSV, JSON, or SQL dump).

c. Providing written documentation on the Software's basic structure and data schema.

d. This assistance will be provided at no additional cost to the County.

Any additional support, consulting, or hands-on assistance beyond the items listed in B.3 is not included in this Agreement and would require a separate agreement with associated costs.

3. Third-Party Use and Competition

The County may, at any time, seek competing offers for hosting, maintaining, or further developing the Software.

The County may allow other parties to use, modify, or distribute the Software, in accordance with the AGPL v3 license.

4. Warranties and Limitations

Kausal warrants that it has the right to license the Software as set forth in this Agreement.

Kausal does not warrant that the Software will be error-free or uninterrupted in operation.

If the County modifies the Software, Kausal is not responsible for the performance or maintenance of the modified version.

5. Survival

The rights and obligations set forth in this section shall survive the termination or expiration of this Agreement.

This revised section clearly states that Kausal retains the copyrights, provides for source

code access, explains the AGPL v3 license implications, and addresses the hosting arrangements. It also explicitly allows the County to seek competing offers and use the software freely after the contract ends, while protecting Kausal's intellectual property rights.

6. Data Usage Rights

The County shall retain all right, title, and interest to all Data and all pre-existing material and information provided by the County or software developed by the County or third parties on the request or instructions of the County.

The Parties shall retain and have perpetual shared ownership of all anonymized and aggregated statistical and analytical data created by Kausal based on the use of Kausal Products by County and County's end users. Such analytical data may include or be derived from the Data. Kausal warrants that such analytical data under no circumstance shall include personal data or information and that such analytical data cannot be traced to an individual or a personal data subject and that all personal data shall be anonymized and aggregated.

All the materials input into the system manually or programmatically are by default licensed under Creative Commons license, unless otherwise agreed with the County. This does not apply to materials whose copyrights are not owned by the County.

Kausal has a right to use the contact details of the Users in the Service to promote its functionalities to the Users and to collect customer feedback. The contact details of the Users shall remain at Kausal's database also after the termination of this Agreement in accordance with the General Data Protection Regulation (GDPR) regulation.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to

be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from January 2025 through December 2026 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving fifteen (15) days' written notice to the other party. In the event County terminates the Agreement under this provision, Contractor shall be compensated for all services performed through the termination date. In the event Contractors terminates the Agreement under this paragraph, County may elect to terminate the Agreement immediately and retain a suitable replacement to complete any remaining tasks, and Contractor shall reimburse County for any costs in excess of the maximum compensation provided in Paragraph II.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from

participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or

benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Except as expressly provided herein, Subcontractor agrees to be bound to the General Contractor/**or** Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/**or** Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be

suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the

Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.
- F.** The insurance and workers compensation provisions of Sections XIII and XIV shall not apply to Subcontractor Kausal.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

- A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:

MHC Consulting
Attn: Michael Hendrix
Principal Consultant, MHC
18227 Rancho Rd.
Hesperia, CA 92345

County:

County of Yolo
Attn: Leslie Lindbo
Director of Community Services
292 West Beamer Street
Woodland, CA 95695

B. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or

any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

C. 1 By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By Michael Hendrix
Michael Hendrix, Owner/
Principal Consultant of Michael
Hendrix Consulting

COUNTY OF YOLO

By _____
Mary Vixie Sandy, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors
By _____

Approved as to Form:

1/2 Eric May
Eric May, Senior Deputy County Counsel