



REQUEST FOR PROPOSALS

ALPINE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

ALPINE COUNTY HOUSING ELEMENT, ZONING REVISIONS AND ASSOCIATED CEQA DOCUMENTATION

April 2020

Proposals Due by 4 p.m. on May 15, 2020

Reply to:

**Zach Wood
Planner III
Alpine County Community Development Department
50 Diamond Valley Road
Markleeville, CA 96120
530-694-2140 x437
zwood@alpinecountyca.gov**

BACKGROUND:

Alpine County requires the services of a qualified consultant team to perform a number of tasks related to preparing, adopting, and implementing plans and process improvements that streamline housing approvals and accelerate housing production. The County has been awarded a SB2 Planning Grant from the California Department of Housing and Community Development (HCD) in the amount of \$160,000 to complete specific tasks that include the following:

- Preparation and adoption of the County's 6th cycle Housing Element revision.
- Comprehensive zoning land use revision to incrementally increase allowed housing or housing density for areas within or near existing communities.
- Preparation of a CEQA document for the Housing Element update and the zoning revision including review and response to comments.

Alpine County contains approximately 750 square miles situated astride the Pacific crest and is approximately 96 percent public land. Elevation ranges from just under 5000 feet above sea level where the West Fork Carson River leaves the County northeast of Woodfords to 11,462 feet above sea level on Sonora Peak at the southern tip of the County near Sonora Pass. The eastern side of the County sits on the edge of the Great Basin along the eastern Sierra front. This area is characterized by valley, meadow, foothill and canyon areas of the eastern Sierra. To the west toward the Pacific crest, the landscape changes to the mountains and high meadows within the Sierra Nevada. Further west, the County extends to the Pacific crest and high elevations along the western slope of the Sierras.

Alpine County is the least populated county in California with a permanent population of 1162 persons. Most of the population lives near or in the small communities of Hung-A-Lel-Ti, Markleeville, Woodfords, Bear Valley and Kirkwood. There are approximately 1780 residential units in Alpine County. Approximately 30% of the housing units in the County are occupied by permanent residents. The remaining 70% are composed of second homes used seasonally and vacation rental properties mostly located at two ski resorts in the County – Bear Valley and Kirkwood.

Housing developers in Alpine County have met Regional Housing Needs Allocation targets for creating new housing at the Low Income affordability level and higher. Since the adoption of the 5th cycle Housing Element the construction or conversion of accessory dwelling units has been most successful in providing new affordable housing. There has been no new development of housing for Very Low or Extremely Low income levels for several housing cycles. This is why future zoning revisions are focused on creating opportunity to develop new housing for all income levels.

The County Community Development staff has been working on proposed amendments to the County zoning regulations related to by-right residential use in commercial zones, accessory dwelling units, junior accessory dwelling units and parking requirement reductions. The intent of these changes is to comply with recent changes in state law

related to local zoning regulation and housing. Most of these changes are in draft form and have been recommended for adoption by the Alpine County Planning Commission. Further action to enact these ordinance changes is pending completion of required environmental review pursuant to CEQA and scheduling the necessary public hearings for the Board of Supervisors to consider the changes. The CEQA analysis of ongoing zoning revisions to implement housing element programs may be incorporated with the 6th cycle housing element and zoning revision task.

SCOPE OF SERVICES

Methodology/Approach To The Work:

Consultants shall propose a methodology for consideration that addresses the items listed in the most efficient and effective means available to accomplish all of the required deliverables of the work within the grant period without sacrificing thoroughness or quality.

Housing Element Revision

Anticipated budget allocation: \$45,000

The consultant will prepare the 6th cycle housing element update. The Housing Element was last updated in 2017, three years behind the adoption cycle. Alpine County has had difficulty in staying current with Housing Element cycles due to lack of staff resources and increased statutory requirements connected to Housing Element adoption. Past element adoptions have been behind causing the County to be without a current housing element for most of the five year cycle. The goal of the project is to adopt the housing element within a timeline to allow for a current Housing Element to be valid for a critical period for affordable housing production.

The methodology shall address the following:

1. Meet all the content and procedural requirements of California state law, applicable codes and guidelines applicable to preparation of a Housing Element and amendment of a county General Plan.
2. The time-line and schedule with milestones shall result in in a final draft Housing Element ready to submit to the State HCD for certification by or before January 31, 2022. Specific to the Housing Element, the schedule shall accommodate the public outreach strategy, reasonable periods for County staff review times, formal adoption process and include timelines for response to HCD review and HCD certification.
3. The housing element update will focus on site infrastructure limitation of locations identified in past site analysis. The analysis will be expanded to the neighborhood or community level to evaluate capacity constraints and identify areas suitable for zoning changes to additional by-right housing (See more explanation under Site Infrastructure Analysis below)
4. Develop a housing program within the Housing Element that is focused, concise and realistic to achieve given the resources available within Alpine County to

successfully accomplish the program components within the identified time horizon of the Housing Element.

5. Identify sections of the County's General Plan and Zoning Ordinance that may need to be amended to be consistent with the updated Housing Element (this will likely be a component of the housing program).

Site Infrastructure Analysis

Anticipated budget allocation: \$20,000

A site infrastructure analysis is needed to support the housing element and zoning land use revisions. Analysis will be done at the neighborhood or community level to evaluate capacity constraints and identify areas suitable for zoning changes to additional by-right housing. The analysis of housing unit limitations will evaluate future capacity requirements of incremental increases for different housing types including special occupancy recreation vehicle parks, mobile home parks, small lot single family residential, and multi-family housing.

Comprehensive zoning land use revision

Anticipated budget allocation: \$50,000

The intent of the comprehensive zoning land use revision is to incrementally increase allowed housing or housing density for areas within or near existing communities. The revision could include allowance of multifamily housing in commercial zones, new mobile home overlay district, or incremental density increase for existing community areas. The goal of the zoning revision is to allow for more housing by-right in areas where it is currently allowed by the General Plan. Apart from discretionary requirements of the zoning code existing infrastructure is a limit on potential housing development. The zoning revision will evaluate land use designation changes and make recommendations consistent with the provision of efficient public services.

Preparation of a CEQA document

Anticipated budget allocation: \$45,000

The consultant will prepare a CEQA document for the Housing Element update and the zoning revision including review and response to comments. It is anticipated that the CEQA document will be an initial study and a negative declaration or mitigated negative declaration. Proposed revisions to the housing element or zoning that may cause the project to have a significant effect on the environment resulting in the requirement to prepare an environmental impact report may have to be deferred to a future project.

Overall Process

1. The consultant will assist the County in developing a public involvement strategy that will include public meetings and workshops, web based tools for gathering input and distributing information, and written materials that can be widely distributed. The public involvement strategy shall include public notifications and public meetings/hearings that are required by law to complete the housing element, zoning ordinance revisions and CEQA documentation.
2. The consultant will develop a comprehensive project schedule with key milestones that combines revisions to the housing element and zoning land use, and completion of the CEQA document. The schedule shall incorporate project milestones and grant deliverables. It is anticipated that the work flow will have overlapping timelines as opposed to a linear process. In other words, work on the zoning revisions can overlap with work on the housing element revision. The schedule shall result in a final draft Housing Element ready to submit to the State HCD for certification by or before January 31, 2022. All other work and deliverables under this project shall be completed and a final invoice submitted to the County by or before February 28, 2022.

Key Milestones/Deliverables (deliverables are highlighted): The key milestones and deliverables are shown below. It is expected that, following selection of a consultant, this list will be modified to incorporate key milestones in the public outreach strategy that is required to be submitted with the proposal.

	Milestone/Deliverable	Complete
1	County Solicits Consultant through RFP	4/15/2020
2	Proposals due to County	5/15/2020
3	Consultant interviews	5/31/2020
4	County selects consultant and awards contract and authorizes consultant to begin work	6/5/2020
5	Kick off meeting/teleconference with County staff and key members of the consultant	7/1/2020
6	Site infrastructure analysis complete	1/1/2021
7	Administrative draft housing element	2/1/2021
8	Draft zoning ordinance revisions	5/1/2021
9	Initial Study and NOC/NOA for CEQA documentation	5/1/2021
10	Final draft housing element and public hearing	8/1/2021
11	Final draft zoning ordinance	9/1/2021
12	Final Housing Element ready to submit to HCD	1/31/2022
	Project Complete*	2/28/2022

*Grant agreement requires all consultant work to be completed and invoiced to the County by February 28, 2022.

PROPOSAL FORMAT

Proposals should be submitted in the formats described below and shall include a letter of transmittal with the name and address of the Consultant and marked “**ALPINE COUNTY HOUSING ELEMENT, ZONING REVISIONS AND ASSOCIATED CEQA DOCUMENTATION**”. Proposals should not exceed twenty-five (25) pages in length, and should not include unnecessary promotional material. Proposals may use both sides of a page, but each side will be counted as a page. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. Divider pages, if included, shall not count against the page number limit. Proposals should include a complete table of contents for the entire proposal with respective page numbers opposite each section and must be in the order of the required content as described in this RFP.

Letter of Transmittal

The Letter of Transmittal shall be addressed to Zach Wood, Planner III, Alpine County Community Development Department, 50 Diamond Valley Road, Markleeville, CA 96120, and must, at a minimum, contain the following:

- Identification of the firm and/or individual that will have the authorization to commit to the contractual terms and conditions described herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the Proposal evaluation phase.
- Identification of proposed sub-consultants, including legal company name, contact person's name, address, email and phone number. Include a description of the working relationship between primary and/or individual and sub-consultants, if applicable.
- Acknowledgment of receipt of all RFP addenda, if any.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- Signature of a person authorized to bind the firm and/or individual to the terms of the Proposal.
- A statement to the effect that by signing the letter of transmittal, the firm and/or individual is attesting that all information submitted with the Proposal is true and correct.

REQUIRED PROPOSAL CONTENT

1. Information on lead firm and all sub-consultants:
 - a. Provide a brief description including: Name and main/home office location, year established, legal status, and ownership.
 - b. For firms with multiple offices, indicate location where work will be performed.
 - c. General types of services provided by the firm
2. Staffing: Provide the following information:
 - a. Project Manager with resume indicating years of experience, relevant educational credentials, relevant recent experience, applicable licenses and professional registrations and list of responsibilities.
 - b. Other key personnel and sub-consultants assigned to the project with resume indicating years of experience, relevant educational credentials, relevant recent experience, applicable licenses and professional registrations, and list of responsibilities.
3. Approach/Methodology: Describe your understanding of the project, significant issues to be addressed and your specific approach to performing the work as described in the Scope of Services.
4. Qualifications and experience in providing services as described in the Scope of Services for similar public agencies. Include any unique qualifications relevant to this project. Provide a minimum of three (3) project examples completed since

2015, with the names, addresses, phone numbers and email addresses of contact persons. Specific experience in preparing housing element revisions and zoning related to facilitating affordable/attainable housing for small rural communities, and environmental document preparation shall be demonstrated in at least one project example (do not have to be in the same project).

5. Description of the team organizational structure including a chart identifying the Project Manager and key personnel, including sub-consultants.
6. Compensation in a not to exceed lump sum for the work as described in the Scope of Services.
7. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, staffing changes, impending merger or other) that may affect the firm's and/or individual's ability to provide the requested services.
8. State of California Licenses to perform the work, if applicable.
9. The Firm and/or individual shall indicate and acknowledge the ability to satisfy all the terms as described in the attached Alpine County standard form personal services contract.

EVALUATION AND SELECTION PROCESS

The Community Development Director and Planner III will review the Proposals to determine which respondents meet the requirements to perform the work. The Community Development Director may appoint a committee to assist in the review of proposals. Depending upon the number and qualifications of respondents, the Community Development Director may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Community Development Director. The selection and award of the contract shall be made on the basis of cost, demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required. Accordingly, the following criteria may be utilized in the selection process:

1. Understanding of the scope of work to be done.
2. Qualifications of staff for work to be done.
3. Present workload and staff availability of firm, ability to meet project schedule.
4. Demonstrated experience preparing housing element revisions and zoning related to facilitating affordable/attainable housing for small rural communities
Demonstrated experience preparing environmental review documents pursuant to the California Environmental Quality Act (CEQA).
5. Ability to meet schedule, budget and County contracting requirements for the project.

RFP PREPARATION EXPENSES

The County shall not, in any event, be liable for any expenses incurred by any firm or individual in the preparation of its Proposal. Firm or individual shall not include any such expenses as part of its Proposal. Proposal preparation expenses include the following:

1. Preparing its Proposal in response to this RFP.
2. Submitting that Proposal to the County.
3. Negotiating with the County any matter related to this RFP.
4. Any other expenses incurred by a firm or individual prior to the date an agreement is executed.

SUBMITTAL REQUIREMENTS

Proposals in the forms listed below must be received by 4:00 p.m. Pacific time, May 15, 2020.

- 8.5-inch x 11-inch page portrait format, unbound, 1 copy
- Electronic copy in Word 2010 or later version and Adobe pdf format submitted via email or on CD

The Submittals shall be addressed to:

Zach Wood, Planner III
Alpine County Community Development
Department
50 Diamond Valley Road
Markleeville, CA 96120

The electronic versions shall be emailed to Zach Wood, zwood@alpinecountyca.gov.

In the event your firm/team desires additional information, the Community Development Department will endeavor to provide such information as expeditiously as possible; however, the Community Development Department will not be responsible for any delay resulting in respondent's inability to meet the deadline for submission of the Proposal.

COUNTY RIGHTS

The County may investigate the qualifications of any firm or individual under consideration, require confirmation of information furnished by a firm or individual, and require additional evidence of qualifications to perform the Scope of Work described in this RFP. The County reserves all rights described below:

1. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals;

2. Issue new or subsequent RFPs;
3. For any reasons, withdraw or cancel this RFP, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any firm or individual responding to this RFP;
4. Require confirmation of information furnished by firm or individual or for the firm or individual to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals;
5. All Proposals shall become the property of Alpine County and shall not be returned;
6. All Proposals submitted may become public records under the laws of the State of California and the public may be given access thereto after the formal process has been completed. Submitted proposals are not to be copyrighted;
7. Postpone proposals openings for its own convenience;
8. Remedy or overlook technical errors in the RFP process;
9. Appoint an Evaluation Committee to review Proposals;
10. Seek the assistance of outside technical experts in proposal evaluation;
11. Approve or disapprove the use of particular sub-consultants;
12. Establish a short list of firms or individuals eligible for interview after review of written proposals;
13. Negotiate with any, all or none of the firms or individuals responding to the RFP;
14. Solicit best and final offers from all or some of the firms or individuals;
15. Award the contract as a whole, by category, or by any combination that best meets the need of the County.

NONDISCRIMINATION

The consultant or its sub consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

AWARD OF CONTRACT

Upon selection of a successful proponent(s), a County standard form Professional Services Agreement will be provided, a copy of which is attached for review.

INDEPENDENT CONTRACTOR

The successful proponent(s) will work in the capacity of an independent contractor for all purposes under this contract, if awarded, and shall not be entitled to any or all rights, privileges, benefits and remuneration of either an officer or employee of

Alpine County, unemployment insurance, retirement, paid holidays, vacation and sick leave, medical insurance plans, any other job benefits. Contractor will be responsible for payment of state and federal taxes resultant from contractual earnings.

The contractor will work under the direction of the Planner III or his/her designee.

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF ALPINE
AND
(CONTRACTOR)

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between the COUNTY OF ALPINE, hereinafter referred to as "County," and **(NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation)** hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

_____;

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

C. Make available all pertinent data and records for review.

- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$_____, including direct non-salary expenses.
- VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

- VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Contract.

VIII. INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [Insurance Services Office Form CG 00 01] covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$ 2,000,000, and a general aggregate limit of \$4,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- B. Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- C. The Contractor shall be required to carry Technology Professional Liability \$2,000,000 per occurrence, \$2,000,000 aggregate

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.
- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or

applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

- XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

- XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

- XIV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XV. TERM OF AGREEMENT: This Agreement shall commence on _____ and shall terminate on _____.

- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration

of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVIII. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

- XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in ALPINE County, California.
- XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
- XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act. **(IF APPLICABLE ADD; OTHERWISE, DELETE REFERENCE TO HIPAA AND REMOVE EXHIBIT C)** Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit "C", which is hereby incorporated by reference.
- XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

(ALPINE COUNTY DEPARTMENT)
(ADDRESS)
(ADDRESS)
(PHONE AND/OR EMAIL)

Notices shall be given to Contractor at the following address:

(CONTACT NAME)
(NAME OF BUSINESS/CONTRACTOR)
(ADDRESS)
(ADDRESS)
(PHONE AND/OR EMAIL)

XXVII. **COST DISCLOSURE:** In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

XXVIII. **PUBLIC WORKS PROJECTS:** No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF ALPINE:

CONTRACTOR:

By _____

By _____

, Chairman

Name: _____

ALPINE County Board of Supervisors

Title.: _____

Date: _____

Date: _____

Attest:

Approved as to form:

Teola Tremayne, County Clerk and ex-officio Clerk to the Board of Supervisors
By: Patricia Griffin, Asst. County Clerk

Margaret E. Long
County Counsel

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR