

Administering Agency: Placer County Treasurer-Tax Collector's Office

Contract No. CN _____

Contract Description: Property Research Services

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 26, 2010, by and between the County of Placer, ("County"), and Tax Sale Services of California ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County.

3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____
Title: Purchasing Manager
Name: Jim Boggan

CONSULTANT*

By:  _____ Date: 12-18-09
Name: Steve Hourigan
Title: General Partner

Approved As to Form

_____ Date: _____
County Counsel

*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

EXHIBIT A

SCOPE OF SERVICES

Tax Sale Services of California will provide the following, on an as needed basis, as specified by and at the direction of the Placer County Treasurer-Tax Collector's Office, general and advisory services to the Placer County Treasurer-Tax Collector which include but are not limited to the following:

❖ **Section 3701 Parties of Interest Report**

- Report lists the last known address of all lienholders of record and persons with title of record according to the Official Records and the assessor's public records of the county.
- In addition to the above statutory requirements, report includes:
 - A review of the property's Notice of Power to Sell for any possible defects
 - Notification that property may be subject to personal contact requirements
 - Notification that property is subject to federal tax lien reporting statutes
 - Notification that a bankruptcy petition has been filed of record
 - Notification that the property may be a street, alleyway or other indication of unsuitability for sale
 - Notification that the property may have improvements and that there are no liens or encumbrances of record for the subject property
 - Notification that the property is subject to a senior citizen property tax postponement lien of record

Notice of Sale Services - included with 3701 report fee

- A completed Notice of Sale for each party of interest provided in County mandated format and deliverable in either printed or electronic format (or both) per County instructions.

Mailing Preparation Services - included with 3701 report fee

- Provide mailing and return address labels for each party of interest in quantity and format specified by County.

In addition to the above county required services, Tax Sale Services of California includes the following services with each contract at no additional charge:

Staff Training - included with each contract

- Four (4) hours of staff training in understanding parties of interest reporting, the objective of which is provide staff a rudimentary understanding of the recording system and the real property documents that constitute a lienholder or owner of record interest.

Consulting Services - included with each contract

- Provide County on-call expert advice and opinions regarding any tax sale issues that may arise during the course of the contract period.

❖ **Section 3701-Supplemental/Update**

Supplemental/Update Report Discloses any changes in the public records affecting said Reports occurring subsequent to the date of the original Report.

Revenue & Taxation Code Section 4676 Excess Proceeds Services

❖ **Section 4676 Excess Proceeds Report**

Report lists the last known address of all lienholders of record and persons with title of record in the order of their priority for tax sold parcels with excess proceeds.

Excess Proceeds Services - included with 4676 report fee

- A completed Notice of Excess Proceeds for each party of interest, is provided in County mandated format and deliverable in either printed or electronic format (or both) per County instructions.

Optional Services

Where personal contacts are required pursuant to Revenue & Taxation Code Section 3704.7(a)(b), Tax Sale Services of California can perform that service on behalf of your county providing irrefutable evidence of the statutory requirements. This report will contain all the details of the personal contact that will assure you all statutory requirements have been met. Perhaps more importantly however, is the emphasis placed by Tax Sale Services of California on achieving redemption by relaying to the owner/occupants the serious nature of the impending tax sale and the options, if any, that may available to the taxpayer for redemption of the property. The fee and details of this service are as follows:

❖ **Section 3704.7 Personal Contact Services**

- Act on behalf of the county, in a professional manner reflecting the positive image of the county, in an effort to achieve redemptions through personal contacts where required.
- Prepare a written report logging each attempt and the details of the contact attempt.
- Include the global positioning satellite coordinates of the property.
- Include electronic photo(s) of property in JPEG format.

- Where available, include Thomas Bros. Maps[®] page and grid of property location.
- Provide documentation evidencing service of written notice executed pursuant to RTC §3704.7 in event that contact is unsuccessful.

Modeled after the personal contact report described above, Tax Sale Services of California also offers a "Site Visit Report" with the same essential goal of achieving redemption of the tax-defaulted property. Many treasurer-tax collectors have encountered difficulties in definitively determining vacant residential developed property pursuant to 3691(b)(3), and have determined that an on-site inspection of tax-defaulted properties that are assessed with improvements results in a higher redemption rate and greatly reduced potential for future litigation. The fee and details of this service are as follows:

❖ **Improved Property Contact Services**

- Act on behalf of the county, in a professional manner reflecting the positive image of the county, in an effort to achieve redemptions through personal contacts of the occupants of improved properties.
- Prepare a written report logging each attempt and the details of the site visit.
- Include the global positioning satellite coordinates of the property.
- Include electronic photo(s) of property in JPEG format.
- Where available, include Thomas Bros. Maps[®] page and grid of property location.
- Provide documentation evidencing service of written notice executed either through personal delivery or property posting

Street & Highway Code Section 5898.10 et seq. relating to Contractual Assessments:

❖ **Report of Parcel Ownership (Contracts \$5,000 or Greater)**

- Report lists persons with title of record and lienholders of record according to the Official Records of the County Recorder's Office and the County Assessor's public records of the County of Placer.
- Additionally the Report lists any documents pertaining to Bankruptcy filings as disclosed by the U.S. Party/Case Index of the Public Access to Electronic Records Service (PACER)

❖ **Report of Parcel Ownership (Contracts Less than \$5,000)**

- Report lists persons with title of record and any persons claiming an interest in the real property who have filed a Notice of Pendency of Action (*Lis Pendens*) in the Official Records of the County Recorder's Office of the County of Placer.

- Additionally the Report lists any documents pertaining to Bankruptcy filings as disclosed by the U.S. Party/Case Index of the Public Access to Electronic Records Service (PACER)

❖ **Report of Parcel Ownership--Supplemental/Update**

Supplemental/Update Report Discloses any changes in the public records affecting said Reports occurring subsequent to the date of the original Report and the contract execution date.

Services shall be provided timely with regard to legal noticing as it relates to the annual land sale.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Not to exceed \$225,000

Rates for Services Rendered:

Section 3701 Parties of Interest Report	\$200*/report
Section 3701-Supplemental/Update Report	\$ 15*/report
Section 4676 Excess Proceeds Report	\$ 30/report
Section 3704.7 Personal Contact Services	\$100**/parcel
Improved Property Contact services	\$100/parcel
Parcel Ownership reports – Contracts \$5,000 or greater	\$200/report
Parcel Ownership reports – Contracts less than \$5,000	\$ 50/report
Parcel Ownership-Supplemental/Update reports	\$ 15/report
Training	\$ 40 per hour

* Parties of Interest Report and Supplemental/Update Report fees waived for any parcel that is not redeemed or sold.

** Personal Contact Services fee waived when actual personal contact of the owner/occupants is not achieved.

Pre-approved expenses to be reimbursed at cost with receipts required.

Travel expenses (maximums paid for mileage rates, meals, hotel rates, etc.) to be reimbursed pursuant to County policy.

Fees and expenses will be billed monthly and are payable within 45 days.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

The County will provide a location and space for any training provided. Such space may be made available within the office of the Placer County Treasurer-Tax Collector. The County will provide materials and equipment incidental to training, such as stationary supplies, computers, and file information which may be subject of training.

EXHIBIT D

GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Hold Harmless and Indemnification Agreement.** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

5. **Insurance.** CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or

(3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$Contact Risk Management for Amount.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

6. Consultant Not Agent. Except as County may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

8. **Personnel.**

A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by Project Team members.

9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days advance written notice to the County.

11. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

12. Records. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.

18. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

Administering Agency: Treasurer Tax Collector Department

Contract No. _____

Contract Description: Implementation of AB 811 mPower Program

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 8, 2010, by and between the County of Placer, ("County"), and Patricia Cole. ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit A; or, if no manner be specified in Exhibit A, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. The amount of the contract shall not exceed \$68,000.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified herein (see Exhibit C), Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance:**

A. **Automobile Liability Insurance:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

10. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

13. **Personnel.**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Termination.**
- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity,
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
16. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition,

marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as below.

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

COUNTY OF PLACER:

CONTRACTOR:

Placer County Treasurer Tax Collector
Attn: Jenine Windeshausen
2976 Richardson
Auburn, CA 95603

Phone: 916/889-4148
Fax:

Patricia Cole
Attn:
3431 Ardenale Lane
Sacramento, CA 95825

Phone: 916/591-3408
Fax:

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: Jenine Windeshausen, Placer County Treasurer-Tax Collector

Approved As to Form – County Counsel:

By: _____
Gerald Carden, Deputy County Counsel

CONTRACTOR

By: Patricia M. Cole

Name: Patricia M. Cole

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities Provided

EXHIBIT A

SCOPE OF SERVICES

Contractor will develop the Placer mPOWER program as adopted by the Board of Supervisors and in compliance with the provisions of Assembly Bills 811 and 474 to include, but not be limited to, the following outcome products:

1. Develop written procedures for program staff regarding application processing.
2. Develop written protocols for customer service practices for storefront interaction (and field assignment if applicable).
3. Participate in program staff selection and training.
4. Participate in developing and implementing strategies for marketing and public relations.
5. Develop one hour educational curriculum for program applicants. Curriculum shall be in Power Point formation and deliverable via web, and live presentation. Curriculum shall include information on
 - a. Program overview
 - b. Financing alternatives
 - c. Loading order
 - d. Application process
 - e. Other pertinent program details
6. Develop written quality control standards. Including complete, accurate and timely
 - a. application processing
 - b. property owner communications
 - c. improvement tracking and reporting
 - d. Develop goals and performance measures to measure program outcomes.
7. Participate in the procurement and implementation of a web based technology solution that provides program information over the internet, processes applications, tracks program performance and other program related information and data management.
8. Develop written safety protocols for field assignments if applicable.
9. Administer data collection for audit and monthly program performance reporting.
10. Provide day-to-day management and oversight of program staff, storefront, administration, budget, public relations and other matters related to program operations.
11. Other administrative services as shall be needed to develop, implement, and manage the Placer mPOWER program.

Contractor shall commence participation, development and implementation of the above items January 11, 2010.

Items 1 – 6 shall be completed by February 11, 2010.

Item 7 shall be ongoing until Treasurer-Tax Collector and Information Technology have determined that third party software contractor implementation is complete.

Item 8 shall be as necessary should field work become part of the program.

Item 9 shall be ongoing as required for reporting and auditing purposes.

Item 10 and 11 shall be ongoing as required for duration of contract.

EXHIBIT B - Payment for Services Rendered

Payment for services shall be based on an hourly rate of \$65.00.

Total amount of contract not to exceed \$68,000.

Consultant will also be reimbursed for approved business expenses such as milcage, parking and telephone costs, lodging and registration fees as may be related to the performance of the contract.

Contractor to submit invoices monthly to:

Placer County Treasurer-Tax Collector
Attn: Kimberly Hawley
2976 Richardson Drive
Auburn, CA 95603

County to pay invoice within 30 days of receipt of invoice.

Exhibit C - Facilities to be Provided by County

County shall provide all facilities and equipment necessary for the performance of the contract.

