

**COUNTY OF DEL NORTE**  
**County Administrative Office**  
981 H Street, Suite 210  
Crescent City, California



## **REQUEST FOR PROPOSALS**

### **COUNTY WIDE MASTER FEE SCHEDULE UPDATE**

**Notice is Given** - The Del Norte County Administrative Office will receive Proposals for Consultant services for development of a County Wide Fee Schedule Update

**Date of RFP Issue** –April 2, 2026

**Proposal Submission Deadline** – May 8, 2026 by 5:00 pm

Mail your proposals to:

Attn: Antoinette Self  
Del Norte County Administrative Office  
981 “H” Street, Suite 210  
Crescent City CA 95531

## **INTRODUCTION AND PURPOSE**

Del Norte County is seeking proposals from qualified consultant(s), firms or individuals (hereinafter referred to as “Consultant”) to evaluate, and provide recommendations and strategies to identify areas where the county should be charging fees, a methodology for calculating fees, and for increasing current county-wide fees in alignment with the Consumer Price Index (CPI) as well as applicable California state and federal statutes.

Del Norte County imposes various fees for services provided to the public. These fees have not been updated in recent years. The goal is to ensure that the fees reflect current economic conditions, department costs for services and comply with legal requirements while ensuring financial sustainability for county services.

To achieve this, the County seeks to engage a consultant to:

1. Analyze current fee structures,
2. Identify areas where fees should be charged that currently aren’t being charged,
3. Develop a methodology to calculate new fees based on department costs for services, the CPI and legal guidelines,
4. Provide guidance on implementing the recommended fee adjustments and maintenance of fees, and
5. Recommend appropriate fees to be adopted by the Board of Supervisors in a new Master New Fee Schedule.

## **SCOPE OF SERVICES**

Qualified consultants must demonstrate the capability to provide the necessary expertise and ability to deliver services as outlined in the Scope of Work. The ideal consultant will demonstrate a successful record in developing Comprehensive Fee Studies. In preparing proposals, respondents are encouraged to identify efforts and activities they recommend and will agree to undertake in addition to this minimum Scope of Work:

The Consultant is requested to prepare a Master Fee Schedule Update for Del Norte County, which may include the following elements (if the Consultant recommends additional tasks that may be warranted, they must be clearly identified in the proposal):

1. The Consultant will collect and analyze relevant operational and financial data needed to evaluate existing fees and determine the cost of providing services.
  - Conduct interviews and meetings with department staff to understand service delivery processes and operational workflows.
  - Review the current Master Fee Schedule and all existing fees, rates, and charges across applicable departments.
  - Gather relevant financial and operational data, including:
    - Staff time and labor costs
    - Direct service costs
    - Indirect costs and overhead allocations

- Inflation and Consumer Price Index (CPI) data
  - Historical fee adjustments
  - Identify services currently provided by the County for which fees may not yet exist.
2. The Consultant will determine the full cost of providing each service and evaluate the current level of cost recovery.
- Identify the total cost of providing each service at the appropriate activity level.
  - Compare current fees with the calculated cost of providing services.
  - Identify the current cost recovery level for each fee-based service.
  - Determine appropriate subsidy levels where full cost recovery may not be feasible or desirable.
3. The Consultant shall be expected to evaluate the impact of inflation using the Consumer Price Index (CPI) and other data sources as appropriate, to assess economic factors and trends influencing the County's fee structure.
- Review historical CPI data and inflation trends.
  - Evaluate how CPI applies to various fee categories.
  - Analyze how inflation has impacted service delivery costs since the last fee update.
  - Develop guidance and policies relating to Fee Schedule maintenance that allow for future inflationary-based adjustments (using CPI or other data) as necessary. It is desired by the County that any such policies developed provide mechanisms for automatic adjustments as legally permissible.
4. The Consultant will ensure that all recommended fees comply with applicable state and federal laws governing public agency fees.
- Review applicable statutes, regulations, and case law related to public agency fees, including but not limited to:
    - California Government Code Section 54985
    - Proposition 26
    - Proposition 218
  - Ensure that recommended fees do not exceed the cost of providing services where required by law.
  - Confirm that the fee structure meets all legal standards for defensibility and transparency.
  - Identify any legal considerations that may affect the implementation of proposed fees and future automated (e.g., inflationary, etc.) adjustments.
5. Based on the analysis, the Consultant will develop recommendations for updated fees and charges.
- Develop recommended fee schedules based on:
    - Cost-of-service analysis
    - Inflationary adjustments

- Legal compliance requirements
    - Operational considerations
  - Recommend adjustments to existing fees where appropriate.
  - Recommend new fees for services currently provided without established charges.
  - Provide recommended cost recovery levels and subsidy percentages where applicable.
  - Identify opportunities to simplify and streamline the fee schedule for improved administration.
6. The Consultant will develop a computer-based financial model to allow the jurisdiction to maintain and update the fee schedule in the future.
- Develop a Microsoft Excel-based fee model that supports:
    - Updating direct and overhead costs
    - Adding, revising, or removing services
    - Annual fee adjustments
    - Scenario testing and ad-hoc analysis
  - Provide the County with editable electronic files of:
    - The Master Fee Schedule
    - Supporting cost documentation
    - Financial models and calculation tables
  - Ensure the model can accommodate future organizational changes or new services.
7. The Consultant will provide guidance on implementing the updated fee schedule.
- Develop a step-by-step implementation plan.
  - Recommend a timeline aligned with the jurisdiction's budget cycle.
  - Provide communication strategies for informing stakeholders and the public.
  - Provide recommendations for future periodic fee updates and inflationary adjustments.
8. The Consultant will present findings and provide final documentation.
- The Consultant shall be expected to coordinate draft reviews of all materials with the County Administrative Officer (CAO) prior to finalizing any materials. The CAO shall provide authorization for work to proceed at all stages.
  - Prepare and deliver a presentation to the Board of Supervisors explaining the analysis, recommendations, and fiscal impacts.
  - Revise materials as requested by staff or Board of Supervisors.
  - Deliver final materials including:
    - Final Master Fee Schedule Update
    - Three bound hard copies of the final report
    - PDF version of the report
    - Excel files containing models, tables, and fee schedules.

9. The Consultant will provide support following adoption of the Master Fee Schedule.
- Provide consultation to the CAO if questions arise from County staff regarding the fee study.
  - Assist the County if the Master Fee Schedule Update must be defended in response to legal or administrative challenges.

Project Schedule - As part of the proposal submission, the Consultant shall provide a detailed project schedule and timeline for **completion of the** County Master Fee Schedule Update. The proposed schedule should demonstrate the Consultant's understanding of the project scope and the sequence of work required to successfully complete the update.

(NOTE: These tasks are not intended to be all inclusive. Responders having alternate proposals to meet the objective may after responding to the minimum tasks hereunder, offer potential alternatives identifying advantages, disadvantages and associated costs for consideration by the County, should funding allow).

#### **4. QUESTIONS**

Please direct all questions regarding this RFP in writing via email to Antoinette Self at [aself@co.del-norte.ca.us](mailto:aself@co.del-norte.ca.us). The E-mail subject line must include: RFP- Countywide Master Fee Study Update for Del Norte County. The deadline to submit questions is April 17, 2026. Questions will be answered via an addendum by email to all consultant(s) that have provided an e-mail address to Antoinette Self by April 24, 2026.

The proposer is solely responsible for providing their e-mail address to the County. Written answers will be considered as a part of an addendum to this RFP. All proposers are bound by the addenda, whether or not actually received by the proposer.

#### **5. PROPOSAL SUBMITTAL**

Two (2) hard copies along with a digital copy of the proposal and cost estimate shall be delivered to the County in person or by mail no later than the date and time indicated on the cover page at the following location:

Del Norte County Administration  
Attn: Antoinette Self  
981 H Street, Suite 210  
Crescent City, CA 95531  
[aself@co.del-norte.ca.us](mailto:aself@co.del-norte.ca.us)

All proposals shall be submitted on letter-sized media, pages numbered numerically, preferably on recycled paper. The outside of the submission envelope must be sealed and clearly marked "REQUEST FOR PROPOSALS – COUNTYWIDE MASTER FEE ORDINANCE UPDATE". Proposals must be submitted to Del Norte County Administrative Office, Attn: Antoinette Self, 981 H Street, Suite 210, Crescent City, California, 95531, and received no later than the date and time indicated on the cover page.

## 6. SELECTION PROCESS

Submittals received by the specified deadline will be reviewed and ranked by a selection committee consisting of staff or others designated by the County.

Proposals will be evaluated based upon the following criteria:

<u>Selection Criteria</u>	<u>Points</u>
Qualifications of Firm: Based on experience and projects similar to this project.	30
Project Understanding and Scope of Work: Based on the understanding of work, approach, methods and procedures.	35
Schedule: Based on thoroughness and reasonable ness of proposed schedule.	20
Cost Reasonableness: Based on the proposed cost being fair, realistic and appropriate.	15

After reviewing all proposals, the County will select the most suitable Consultant for the Project. Final Scope of Work and Fee shall be negotiated and executed with the selected Consultant prior to Contract Award. If negotiations are unsuccessful, the next most qualified Consultant will be contacted, and so on. County staff will make recommendations to the Board of Supervisors, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

## 7. PROTEST PROCEDURE

Any protest challenging the County's selection or the selection process must be submitted within five business days following the County's issuance of a notice to award. The protest must be submitted in writing via email to [aself@co.del-norte.ca.us](mailto:aself@co.del-norte.ca.us) and must clearly specify the basis for the protest. The protest will be reviewed by Administration in consultation with the County Counsel. The determination on the protest is final, and no administrative hearing will be held on the protest. Time being of the essence, the County reserves the right to proceed with awarding the contract notwithstanding any pending protest or legal challenge.

## 8. TYPE OF CONTRACT

Del Norte County will execute either a firm, fixed-price contract, or a cost-reimbursement contract for these services.

**9. DISCLAIMERS, RESERVATION OF RIGHTS, AND CONFLICTS OF INTEREST**

Upon receipt, each proposal becomes the sole property of the County of Del Norte and will not be returned. Each respondent is solely responsible for the costs incurred in preparing and submitting a proposal. The County reserves, in its sole discretion, the right to reject any and all proposals, to cancel or postpone the RFP or the project, and to decline to award an agreement to any of the respondents. The County reserves the right to waive any immaterial irregularities in a proposal or submission of a proposal. The County reserves the right to reject any proposal that is determined to contain false, misleading, or materially incomplete information.

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. County of Del Norte employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationships with any respondent. Respondents are responsible for understanding the law prior to submitting a proposal, and should not submit a proposal if to do so would be counter to County policy or state law.

**10. NON-COMMITMENT OF THE COUNTY OF DEL NORTE**

This Request for Proposals does not commit the County of Del Norte to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the County to do so.

• **RFP AND PROJECT SCHEDULE**

Issue RFP	April 2, 2026
Written Questions Deadline	April 17, 2026
Proposals Due	May 8, 2026
Consultant Interviews, Negotiation, Selection	To Be Determined
Contract Award	To Be Determined

• **ATTACHMENTS**

- A. A copy of the County’s standard professional services agreement is attached.

**ATTACHMENT A**

Period of \_\_\_\_\_ through \_\_\_\_\_



Del Norte County Contract No.: \_\_\_\_\_

Agreement for \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## AGREEMENT FOR

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This Agreement for \_\_\_\_\_ ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California ("the County"), and , \_\_\_\_\_ hereinafter referred to as "Contractor."

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

### OPERATIVE PROVISIONS

**1. SERVICES.**

Contractor will provide those services described in Attachment "A", ("Services").

**2. TERM.**

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

The term of this Agreement (the "Term") shall be the period between the Effective Date and the Termination Date.

**3. PAYMENT**

The County will pay Contractor for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" will be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor will submit all billings for said services to the

County in the manner specified in Attachment "B".

**4. RENEWAL**

Unless otherwise terminated pursuant to Section 9, this agreement will automatically renew for an additional term of one (1) year on \_\_\_\_\_ unless either party provides the other party at least thirty (30) days written notice prior to the termination date of its intent not to renew this Agreement.

**5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES**

Contractor will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

**6. GENERAL PROVISIONS**

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions 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.

**7. DESIGNATED REPRESENTATIVES**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as stated below, who shall be considered the designated representatives of each party for all purposes. Changes in designated representatives shall occur only by advance written notice, of at least fourteen (14) days, to the other party.

The representative of the COUNTY:

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The representative of the CONTRACTOR:

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**8. ATTACHMENTS**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

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**9. TERMINATION**

a. **Written Notice.** This Contract may be terminated by either party, in its sole

discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

**b. Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Agreement should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

**c. Cessation of Funding.** Notwithstanding Paragraph 9.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day

of \_\_\_\_\_ ,

COUNTY OF DEL NORTE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Chair, Board of Supervisors

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

KYLIE GOUGHNOUR

Clerk of the Board

## **Attachment A – Services**

**A.1. Scope of Services and Duties**

**A.2. Time for Services Rendered**

**A.3. Manner in which Services are to be Provided**

**A.4. Facilities Furnished by the County**

## **Attachment B – Payment**

**B.1. Base Contract Fee.**

**B.2. Travel Costs.**

**B.3. Authorization Required.**

## **Attachment C – General Provisions**

### **C.1. Indemnification.**

Contractor agrees to defend, indemnify, and hold harmless the County, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation costs of litigation), of every nature which may arise in connection with Contractor’s performance under this Agreement, except claims arising out of the sole negligence or sole willful misconduct of the County or its officers or employees. If any attorney, including the Del Norte County Counsel, is assigned by the County to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Contractor will pay to the County, immediately upon demand, the amount of all attorneys’ fees and costs incurred by the County in connection therewith.

Notwithstanding the foregoing, if Contractor performs design professional services, the duty to indemnify and defend will be limited to the broadest possible indemnification allowed by Civil Code 2782.8, the provisions of which are deemed incorporated by reference into this agreement.

### **C.2. Insurance**

Contractor will procure and maintain for the duration of the Agreement 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, its agents, representatives, employees or subcontractors.

#### **a. Minimum Scope of Insurance:**

- i. General Liability: Insurance coverage on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than one million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- County of Del Norte Page 1 of 10 Attachment C – General Provisions
- ii. Automobile Liability: Insurance covering any auto (Code 1), or if

Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than one million (\$1,000,000) per accident for bodily injury and property damage.

- iii. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than one million (\$1,000,000) per accident for bodily injury or disease.
- iv. Workers' Compensation and Employer's Liability Insurance is not required if the Contractor provides written verification it has no employees.
- v. Professional Liability: Insurance appropriate to Contractor's profession, with a limit of no less than two million (\$2,000,000) per occurrence or claim, two million (\$2,000,000) aggregate.

**b. Other Insurance Provisions:**

- i. If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Agreement, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. No representation is made that the minimums required in this Agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Agreement.
- ii. Claims-made policies must be declared to and approved by the County's Risk Management division prior to the execution of this agreement.
  - iii. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or

County of Del Norte Page 2 of 10 Attachment C – General Provisions  
on behalf of the Contractor.

- iv. For any claims related to this Agreement, the Contractor's insurance

coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.

v. Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.

vi. Contractor hereby grants to the 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.

vii. The Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. 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 and endorsements required by these specifications, at any time.

### **C.3. Personnel.**

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be qualified to perform such services.

### **C.4. Time.**

Contractor will devote such time to the performance of Services pursuant to this

Agreement as may be reasonably necessary for the satisfactory performance of Contractors' obligations pursuant to this Agreement. Neither party will 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. Time is of the essence for this Agreement and each covenant, term and condition herein.

**C.5. Confidential Information.**

Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

**C.6. Financial Records and Audits.**

Contractor will maintain at Contractor's office or other place acceptable to the County full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles reflecting its revenues and expenses of fulfilling its performance obligations, which will be retained for three years

County of Del Norte Page 4 of 10 Attachment C – General Provisions  
from the date of final payment as required by Government Code Section

**8546.7. C.7. Inspection of Work.**

Contractor and any Subcontractor shall permit County, the State, and the Federal

government, if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

**C.8. Right to Substantiation.**

The County reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, Contractor will provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries will be produced for the County as requested.

**C.9. Right to Withhold.**

The County has the right to withhold payment to Contractor when, in the opinion of the County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

**C.10. Ownership of Information.**

All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement will be the property of the County. Contractor will deliver such documents to the County without exception or reservation on completion of the services hereunder or termination. The County agrees to hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

**C.11. Waiver.**

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity will not be deemed to be a waiver of any subsequent breach of the same or any other

term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party will be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**C.12. Completeness of Instrument.**

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party will be liable for any representations made express or implied.

**C.13. Compliance with Laws.**

Contractor's services hereunder will be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the County, the State of California, and the United States government. Contractor agrees to indemnify County against any damages, expenses, or price reductions under this Agreement resulting from Contractor's failure to comply with the above laws and regulations.

**C.14. Successors and Assigns.**

This Agreement binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the contract administrator or his designee, subject to any required state or federal approval, is required before Contractor may enter into subcontracts for any work contemplated under this Agreement, or before Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

**C.15. Independent Contractor.**

This Contract is by and between two independent contractors and is not intended to and will not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

**C.16. Modification.**

No modification or waiver of any provision of this Agreement or its attachments will be effective unless such waiver or modification will be in writing, signed by all parties, and then will be effective only for the period and on the condition, and for the specific instance for which given.

**C.17. Counterparts.**

This Agreement may be executed simultaneously and in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

**C.18. Non-Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction in a final, non-appealable decision to be invalid or unenforceable as to any party, the parties agree to negotiate in good faith to find a mutually agreeable replacement provision. If no such provision can be found, the entire Agreement will be terminated, it being the understanding and intent of the parties that every portion of the Agreement is essential to and not severable from the remainder.

**C.19. Jurisdiction.**

This Agreement will be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement will be litigated in the State of California and venue will lie in the County of Del Norte or the U.S. District Court, California Northern District, and Contractor hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

**C.20. Time is of the Essence.**

Time is of the essence of this Agreement and each covenant and term a condition

herein. **C.21. Conflict of Interest.**

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

County of Del Norte Page 7 of 10 Attachment C – General Provisions

this Agreement. Contractor will ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor will ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor will ensure that no County employee will have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate

divulgence of such fact to the County.

**C.22. Non-Discrimination.**

Throughout the duration of this Agreement, Contractor will not unlawfully discriminate against any employee of the Contractor or of the County or applicant for employment or for services or any member of the public because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Contractor will ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor will comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor will also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor will give written notice of its obligations under this clause to any labor agreement. Contractor will include the non discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**C.23. Rehabilitation Act of 1973/Americans with Disabilities Act of 1990.**

In addition to application of the non-discrimination provision of this Agreement above, Contractor agrees to also comply with all provisions of section 504 et seq. of the

County of Del Norte Page 8 of 10 Attachment C – General Provisions

Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**C.24. Captions.**

The captions of each paragraph in this Agreement are inserted as a matter of convenience

and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**C.25. Plain Meaning.**

Where terms, phrases or words are not defined, they will have their ordinary accepted meanings within the context with which they are used. The edition current on January 2002 of Webster's Third New International Dictionary of the English Language, Unabridged will be considered as providing ordinarily accepted meanings.

**C.26. Licenses, Permits, Laws.**

Contractor represents and warrants to County that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform under this agreement. Failure of the Contractor to comply with this provision will authorize the County to immediately terminate this Agreement notwithstanding Operative Provision No. 14. Contractor will comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

**C.27. Standard of Performance.**

Contractor warrants that Contractor, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Contractor's duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like

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circumstances. County has relied upon the professional ability and training of Contractor as a material inducement to enter this Agreement. It is understood that acceptance of Contractor's work by County will not operate as a waiver or release. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement will be prepared in a first class and workmanlike manner and will conform to the standards or quality normally observed by a person practicing in Contractor's profession.

**C.28. Environmentally Preferable Products**

It is the policy of the Board of Supervisors of Del Norte County to provide for the

procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors will specify and utilize these products whenever practical.