



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-7

For the meeting of: May 23, 2017

Date: May 16, 2017

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer

CAO for CAO Nilsen

Subject: First Amendment to Professional Service Agreement with SZS Consulting Group, LLC and Supplemental Budget (4/5 vote required)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the first amendment to the agreement for consultant services with SZS Consulting Group, LLC (SZS);
2. Authorize the Purchasing Agent to execute the proposed amendment with SZS and any future amendments thereto; and
3. Adopt the following supplemental budget for the County Administrative Office (4/5 vote required):

Revenue		
1100103-7006051	Transfer from ADA Trust	\$150,000
Expenditure		
1100103-2118	Professional Services	\$150,000

Prepared by Karen Clower

CAO Approval

REVIEW:

Auditor

ASB

County Counsel

JN

Human Resources

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 23, 2017*

By:

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

ADA Fund (4491)

DISCUSSION:

On September 13, 2016, the county entered into a Consent Decree with the United States Department of Justice (DOJ) that required the commencement of the Humboldt County Americans with Disabilities Act Compliance Project. The purpose of the Humboldt County Americans with Disabilities Act Compliance Project is to bring all county-owned and leased facilities into compliance with the Americans with Disabilities Act (ADA) by September 13, 2019.

In preparation for the Consent Decree, an item came before your Board on August 9, 2016, addressing the need to obtain the services of an independent licensed architect (ILA) trained and knowledgeable in accessibility requirements of ADA. At that time, it was anticipated that a request for proposals would be issued for the services of an ILA to provide specified architectural assessment services in order to assist the county in meeting the goals, objectives and timelines of the consent decree. Due to time constraints and the urgent need of selecting an ILA for DOJ approval, the county solicited interest from multiple firms with certified access specialist program credentials (CASP). SZS Consulting Group, LLC (SZS) was deemed the most responsive firm in terms of experience, staff and availability.

On or about March 16, 2017, the DOJ approved SZS as the county's ILA. Subsequently, a letter of intent was issued to SZS to begin its consulting services to assist the county in meeting the goals and objectives for the June 2016 deadline as outlined in the consent decree. On April 20, 2017, SZS returned a fully executed agreement with a not to exceed amount of \$50,000 and a term until June 30, 2018. Presently, there is a need to amend the original agreement with SZS for continued services beyond the Consent Decree June 2016 deadline. SZS will continue working with the county by providing ADA facility assessments and reports, policy surveys, transition plan updates, project work plans and database information to track ADA compliance progress for all county facilities (owned and leased), as required by the Consent Decree. In addition, SZS will review plans and specifications of ADA barrier removal projects and issue certificates of compliance for completed projects.

FINANCIAL IMPACT:

The ADA Trust (4491) has a current balance of approximately \$1,699,000.

The item before you today supports your Boards' strategic framework of fostering transparent, accessible, welcoming and user friendly services and enforcing laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose to not approve the first amended agreement with SZS and the supplemental budget request. This is not recommended as it would put the county in non-compliance with the DOJ and subject the county to additional fines and penalties.

ATTACHMENTS:

Attachment 1 – First Amendment for Consulting Service – SZS Consulting Group, LLC

Attachment 2 – Agreement for Consulting Service – SZS Consulting Group, LLC .

AMENDMENT NUMBER 1

CONSULTANT SERVICES BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SZS CONSULTING GROUP, LLC
FOR FISCAL YEARS 2016-2017 THROUGH 2017-2018

The parties hereto entered into a Consulting Services Agreement which became effective on March 16, 2017 (the "Agreement"). The parties now wish to modify the terms of the Agreement. The purpose of this Amendment Number 1 is to increase the maximum payable amount.

The following Section is amended as follows:

5. **COMPENSATION**

- A. **Maximum Amount Payable.** The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Thousand Dollars (\$200,000.00). This Agreement is an amendment to the previous agreed to amount of Fifty Thousand Dollars (\$50,000) and will increase the amount payable by One Hundred Fifty Thousand (\$150,000). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

All other Terms and Conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 in duplicate by duly authorized persons.

COUNTY OF HUMBOLDT

SZS CONSULTING GROUP, LLC

By: _____
Amy S. Nilsen
County Administrative Officer

By: _____
Syroun Sanossian
Principal

Date: _____

Date: _____

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SZS CONSULTING GROUP, LLC
FOR FISCAL YEARS 2016-2017 THROUGH 2017-2018**

This Agreement, entered into this 16 day of March, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SZS Consulting Group, LLC, a California Limited Liability Company, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, on September 13, 2016, COUNTY entered into a Consent Decree with the United States Department of Justice which requires the commencement of the Humboldt County Americans with Disabilities Act Compliance Project; and

WHEREAS, the purpose of the Humboldt County Americans with Disabilities Act Compliance Project is to bring all COUNTY owned and leased facilities into compliance with the standards of the Americans with Disabilities Act ("ADA") by September 13, 2019; and

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, desires to retain a qualified professional ADA Access Compliance firm to provide specified architectural assessment services in order to assist COUNTY in meeting the goals and objectives of the Humboldt County Americans with Disabilities Compliance Project; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, Pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY, or any department thereof; and

WHEREAS, CONSULTANT has represented that it is specially trained, skilled, experienced and qualified to perform the ADA Access Compliance services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT agrees to furnish the ADA Access Compliance services required by Sections 16-18, 30-39, 43-51 and 61 of Consent Decree entered into by COUNTY and the United States Department of Justice on September 13, 2016, which is incorporated herein by reference as if set forth in full. CONSULTANT shall provide all such ADA Access Compliance services in accordance with the timeframes set forth in Attachments G, H, I and J of the Consent Decree, which are incorporated herein by reference as if set forth in full. CONSULTANT shall also perform ADA Access Compliance services in accordance with Title 24 of the California Code of Regulations, the California Edition of the Manual on Uniform Traffic Control Devices, the Public Rights-of-Way Accessibility Guidelines and pertinent case law. In providing such ADA Access Compliance services, CONSULTANT

agrees to fully cooperate with the Humboldt County Administrative Officer or a designee thereof.

- B. Additional Services. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate "Notice to Proceed" authorizing the performance of such additional services. Any amendments authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents prepared by CONSULTANT pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents prepared by CONSULTANT pursuant to the terms and conditions of this Agreement within five (5) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on March 16, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause, at any time, upon thirty (30) days advance written notice to CONSULTANT. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

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- D. Compensation Upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for services rendered pursuant to the terms and conditions of this Agreement through and including the date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty Thousand Dollars (\$50,000.00). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit A – Schedule of Rates.
- C. Additional Compensation. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement as of the invoice date. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Administrative Officer and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office – Management and Budget Team
Attention: Christopher Shaver, Asst. CAO
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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COUNTY: Humboldt County Administrative Office – Management and Budget Team
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

CONSULTANT: SZS Consulting Group, LLC
Attention: Syroun Sanossian
2225 E. Bayshore Road, Suite 200
Palo Alto, California 94303

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each month using the format required by the State of California and/or the United States Department of Justice, as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subconsultants, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

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10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. During the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards pertaining to confidentiality and/or privacy.

12. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subconsultants, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subconsultants, will abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Title 41 of the Code of Federal Regulations Part 60; and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5,

Division 4 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.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE:

By executing this Agreement, CONSULTANT certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

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15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required by this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONSULTANT pursuant to the terms and conditions of this Agreement, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subconsultants hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subconsultants:
1. Comprehensive or Commercial General Liability Insurance, at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. In the event CONSULTANT is

self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.

4. Professional Liability Insurance – Error and Omission Coverage in an amount of no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the services provided by, or on behalf of, CONSULTANT pursuant to the terms and conditions of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other remedies available under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

Humboldt County Administrative Office – Management and Budget Team
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

CONSULTANT: SZS Consulting Group, LLC
Attention: Syroun Sanossian
2225 E. Bayshore Road, Suite 200
Palo Alto, California 94303

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subconsultants.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subconsultants hereunder agree to be bound by the applicable terms and conditions of this Agreement. However, nothing herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

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19. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services provided pursuant to the terms and conditions of this Agreement shall not operate as a waiver or release of any breach of this Agreement.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall, without hesitation or exception, promptly turn over to COUNTY all information, writings and documents pertaining to the services provided pursuant to the terms and conditions of this Agreement.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including,

without limitation, the licensing, certification and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 - Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

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39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

SZS CONSULTING GROUP, LLC:

By: Syroun Sanossian
Syroun Sanossian
Principal

Date: 4/20/2017

COUNTY OF HUMBOLDT:

By: Amy S. Nilsen
Amy S. Nilsen
County Administrative Officer

Date: 4/26/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Ramona
Risk Management

Date: 4/27/17

LIST OF EXHIBITS

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
SZS Consulting Firm, LLC
For Fiscal Years 2016-2017 Through 2017-2018

COUNTY and CONSULTANT agree to the following rates of compensation as of March 16, 2017:

Legal Services - Expert Witness	\$250.00
Policy and Practice Expert	\$250.00
Licensed Architects/Engineers	\$200.00
CASp Inspectors	\$180.00
GIS Analyst	\$160.00
Field Investigators	\$120.00
Technical Staff	\$80.00