



REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTING HOUSING ELEMENT UPDATE SERVICES

For
Sutter County Housing Element Update (2021-2029)
and Environmental Assessment

SUTTER COUNTY

February 26, 2020

**Final Date to Submit:
April 1, 2020 at 3 pm**

SUTTER COUNTY DEVELOPMENT SERVICES
1130 CIVIC CENTER BLVD., SUITE C
YUBA CITY, CA 95993
(530) 822-7400

Approved for Solicitation

A blue ink signature, appearing to read "N. Hay", is written over a horizontal line.

Neal Hay, P.E.
Director

REQUEST FOR PROPOSALS (RFP)

PURPOSE/BACKGROUND

The Sutter County Development Services Department is seeking proposals from qualified professional consulting firms and individuals experienced in the preparation of Housing Elements in the State of California to submit a written proposal to prepare the County's 2021-2029 Housing Element of the General Plan. This effort will include public outreach and coordination with the State Department of Housing and Community Development (HCD) during the element update process. For the scope of work, staff envisions the selected consultant will review the County's existing Housing Element, identify key housing stakeholders within the County and provide for public outreach, and prepare the updated element consulting with County staff and HCD as necessary to ensure compliance with recently passed State housing legislation and current State Housing Element law. The selected consultant will submit the updated Housing Element for HCD approval and attend the Planning Commission and Board of Supervisors meetings for review and adoption of the Housing Element by the County.

The County of Suter would like to initiate consultant services as soon as practical, so the updated Housing Element may be considered in a timely manner and submitted to HCD for certification **no later than the May 31, 2021 deadline. Sutter County must adopt the revised Housing Element no later than 120 days (September 28, 2021) after the May 31, 2021 deadline to remain on the 8-year planning cycle.**

The current Sutter County Housing Element (2013-2021) was adopted by the Board of Supervisors on February 25, 2014 and was certified by the State Department of Housing and Community Development on March 7, 2014. Both the content and format received significant revisions for the current Housing Element. While the current format will be retained, content changes will be necessary for this update to address new housing related legislation passed by the State since the current Housing Element was last updated, particularly legislation affecting housing law recently passed in the last few months of 2019.

The new Housing Element will need to incorporate and demonstrate compliance with the Regional Housing Needs Allocation (RHNA) in Cycle 6 for Sutter County, adjust the housing policies and programs necessary to comply with current Housing Element Law, and be internally consistent with the Sutter County General Plan. The adopted RHNA methodology allocates a total of 729 residential units to unincorporated Sutter County. Of this total, 284 of the units are required for lower income (177 for very low income and 107 for low income).

Sutter County covers an area of approximately 607 square miles and is located in the Sacramento Valley. The County is situated primarily between the Sacramento and Feather Rivers, with the southern boundary approximately 10 miles north of the City of Sacramento. The County's jurisdictional boundaries are generally defined by Yolo and Colusa counties to the west, Butte County to the north, Yuba and Placer counties to the east, and Sacramento County to the south. Historically, most of the growth in Sutter County has occurred in its two incorporated cities – Yuba City and Live Oak. According to the 2010 U.S. Census, Sutter County's total population was 94,737, while the unincorporated County area population was 21,420.

Sutter County is primarily an agricultural and rural county, with approximately 90% of its unincorporated land zoned for Agriculture. Some key issues/opportunities to consider in the new Housing Element include the following:

- Due to FEMA floodplain designations established in 2008 and State Local Flood Hazard Areas (LFHA) established in 2016, a large portion of the County lies within designated flood hazard areas. This results in challenges to property owners attempting to build new residences in these areas, as they must be elevated to be above the base flood elevation (BFE). In some areas of the County, the amount needed to elevate can be significant (i.e. 10 – 20 feet).
- The lack of public water, sewer, and other infrastructure within the unincorporated County area makes it difficult to accommodate large multi-family residential projects.
- Over the past year and in accordance with State requirements, the County has updated its Zoning Code to make it easier for property owners to apply for and receive approval of accessory dwelling units (ADUs). The Zoning Code was recently updated to allow for ADUs within the Agriculture District, in addition to Residential zone districts. It is envisioned the ability to construct ADUs will assist the County in meeting its RHNA requirements.

The adopted Sutter County Housing Element can be viewed at:

https://www.suttercounty.org/assets/pdf/cs/ps/2013-2021_Adopted_SutterCo_Housing%20Element_02%2025%2014.pdf

Interested firms should submit four (4) bound copies of their proposal package to the following office no later than **3:00 pm on April 1, 2020:**

Sutter County Development Services
Attn: Doug Libby, AICP, Principal Planner
1130 Civic Center Blvd.
Yuba City, CA 95993

Steve Geiger is the assigned project manager for the project and questions on this RFP should be directed to him at (530) 822-7400 Ext. 241 or SGeiger@co.sutter.ca.us.

SELECTION PROCESS

The selection process will follow the guidelines of the Sutter County Bidding Procedures. The process will consist of a review and ranking of the submittals by an evaluation panel consisting of representatives from the Development Services Department. Once ranked by the panel, the top ranked firms (three or fewer) will be invited to an interview to discuss their past projects of similar scope for a discussion concerning their approach and solution. Following the interview, the consultants will be ranked, and the preferred firm will submit a detailed scope of work and cost proposal for consideration. If Sutter County fails to conclude a satisfactory agreement with the top-ranked consultant, a new negotiation will be initiated with the next highest ranked firm. This process may be repeated until a contract is successfully negotiated.

The proposals from the Consultant shall contain the information identified in this RFP. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered non-responsive and will be rejected. Submittal of additional information after the due date will not be allowed until the short list is developed.

Each respondent will be responsible for all his/her expenses incurred during the RFP process.

Per the County of Sutter Ordinance Code Chapter 16-060 (a) (1-3), the following statements apply:

(1) The County reserves the right to negotiate directly with any party responding thereto and may enter into a contract with any responding party regardless of price if it is advantageous for the County to do so.

(2) No Public opening of proposals shall be required.

Upon successful negotiations with a Consultant, an Independent Contractor Agreement, attached as Appendix A, will be presented to the County Board of Supervisors for approval and execution, at which time the consultant services will begin immediately.

This RFP does not commit the County to enter into an agreement, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submissions received as a result of the request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County to do so.

The County reserves the right to amend this RFP by addendum prior to the final submittal date. Consultants submitted proposals will acknowledge receipt of all addenda.

CONTENT OF STATEMENT OF QUALIFICATIONS / SELECTION CRITERIA

Sutter County is requesting Statements of Qualifications for the Scope of Work specified herein. The consultant's submittal is limited to a maximum of 20 pages not including the cover letter, sheet dividers, or items included in an Appendix. A sheet is defined as an 8.5" x 11" sheet single sided or an 11" x 17" sheet single sided, with minimum ½" margin on all sides, and minimum 10-point font (any style). To conserve paper, sheets may be printed double sided.

The County is seeking an experienced consultant firm/ team with a demonstrated history in the preparation, completion, and obtaining State HCD certification of Housing Elements with related environmental assessments in the State of California. Through interactions with all Housing Element stakeholders, the County expects the consultant to exhibit professionalism over the course of the contract, address the requirements of current State Housing Element law and the needs of the County, and remain on schedule with minimal cost increases.

The evaluation panel will rank the proposals using the following criteria.

1. Prime Consultant / Consultant Team / Project Manager (Weight = 8)
Discuss the specific aspects of the Prime Consultant and other consultant team members (if any) that differentiate your firm/ team from others. Discuss the qualifications of the Prime Consultant's proposed Project Manager, including total years' experience, years with current firm, and number of completed projects. Discuss the Prime Consultant's process and methods for effectively and efficiently managing this project. Provide the Project Manager's resume and an organization chart with the Prime Consultant and other consultants.
2. Demonstrated Competence (Weight = 10)
Based on the Prime Consultant's experience over the last eight years, include project summaries that identify completed Housing Elements with related environmental assessments for three (3) projects with similar Scopes of Work. Identify any areas of expertise the firm has that assisted in the preparation of the Housing Element and that may provide additional advantages/benefits over other competing firms. Please include the following information for each project:
 - i. Project name and Client (Public Agency)
 - ii. Scale of project – size of public agency (city or county), key housing related issues, environmental review and impacts
 - iii. Innovations used to effectively address RHNA and other State Housing Element law requirements
3. Client References (Weight = 2)
Provide no more than three (3) client references with addresses and phone numbers of personnel that can validate the past performance of the firm/ team for Housing Element-related projects completed within the last eight (8) years.

*****TENTATIVE PROJECT SCHEDULE**

Distribute RFP:	February 26, 2020
Questions / Answers:	March 4, 2020
Submittals Due:	April 1, 2020; 3:00 pm
Submittals Ranked:	April 2, 2020
Short Listed Firms Notified:	April 3 or 6, 2020
Short Listed Interviews:	Between April 15 and 17, 2020 (One day to be scheduled)
Board of Supervisors to	
Award Consultant Contract:	May 26, 2020

APPENDIX A

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this *date* day of *month*, 2020, by and between Sutter County, a political subdivision of the State of California ("County"), and *name of consultant* ("Consultant").

RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide *brief description of services to be provided*; and
- B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit "A" which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include *provide brief scope of work description* ("Services").
2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.
3. Compensation.
 - A. The compensation to be paid by County to Consultant for the professional services described in Exhibit "A" shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit "B" which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference.
 - B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County's Travel and Business Expense Policy.

C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars (\$XXXXX.XX). The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

*Department Contract Administrator
Address
Yuba City, California 95993
Telephone:*

If to Consultant:

*Consultant Name
Address
City, State, Zip
Telephone:*

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County

for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance. Without limiting Consultant's indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting

there from, with a limit of not less than \$1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant's start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two-year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two-year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Consultant shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or

an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000) for personal services contracts or forty-five thousand dollars (\$45,000) for public works contracts.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. Compliance with Law. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

CONSULTANT

By: _____
KEN SRA *[or Dep. Purchasing Agent]*
[Deputy] Sutter County Purchasing Agent

By: _____
Authorized Representative
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

By: _____
Deborah Micheli
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule