



**Request for Proposal
County Counsel Services
For
Trinity County, California**

Closing Date January 17th, 2024 @ noon (12 p.m.)



Photo Credit: Mary Rist, Caribou Lake Trinity County, CA

I. Introduction

The County of Trinity, a political subdivision of the State of California, is accepting proposals from attorneys at law or a law firm, licensed to practice in the state of California and Federal Courts, to provide County Counsel legal services to the Board of Supervisors, Elected and Appointed Officials, and County Department Heads.

Located in the lower reaches of the Cascade Range in California, midway between Redding in Shasta County and the Northern Redwood Coast, Trinity County encompasses approximately 3,200 square miles of Granite Peak alpine grandeur. Tucked away among fir and pine forested slopes, wildflowers in season cloak remote dells with splashes of brilliant color. Clear, tumbling waters from tarns and snow packs high up under towering peaks course down through rock walled canyons. The Trinity River Scenic Byway traverses the County alongside State Route 299.

Opportunities for satisfying outdoor vacations and activities are limited only by your own imagination. Largely underdeveloped, the area offers conveniences and creature comforts in a natural environment without the hustle and hassle of more structured recreational communities.

The need for legal services is approximately 200 hours per month, but subject to mutual understandings to be defined in the contract, and negotiated with the County. The attorney(s) serving as County Counsel needs to work both through telecommunications and in person. It is anticipated an attorney of the firm will be appointed County Counsel.

The County Counsel attends all Board of Supervisor meetings, with the regular monthly meetings occurring on the first and third Tuesday of each month. County Counsel attends other meetings as necessary for public entity representation and defense. Additionally, it is expected that County Counsel will be available to meet with Department Head's as requested. In brief, County Counsel is appointed to assist the County with civil law, whereas the District Attorney is elected to prosecute criminal law.

II. Scope of Work

The County is accepting proposals to retain by contract a qualified attorney(s) or law firm for the provision of needed legal services. The Office of County Counsel is defined in Trinity County Code Section 2.68 *County Counsel* which may be viewed at the following link:

https://library.municode.com/ca/trinity_county/codes/code_of_ordinances?nodeId=TIT2ADPE_CH2.68COCO

The attorney(s) or law firm will receive general direction for the Trinity County Board of Supervisors. The selected attorney(s) or law firm will be expected to perform all services described below:

- a. Serves as legal advisor to the Board of Supervisors, county officers, county departments, their employees, boards and dependent special districts on their respective powers, duties, functions and obligations.
- b. Attends all Board of Supervisor's meetings, unless excused.
- c. Acts as attorney for the county, county agencies, county officers and county employees in civil actions instituted or brought against these entities or person when acting as or on behalf of the County.
- d. Studies, interprets and applies statutes, ordinances, court decisions and legal opinions in the preparation of opinions, pleadings and briefs.
- e. Makes recommendations to the Board of Supervisors and County staff concerning the advisability to prosecute, compromise or dismiss civil litigation.
- f. Appears before courts and at administrative proceedings to represent the County's interests as required. Prosecutes for civil remedies to enforce County ordinances, abate public nuisances, recover for damages to County property and condemn property for public purposes or other matters.
- g. Provides legal services to the Office of Public Guardian/Public Conservator/Public Authority.
- h. Provides full scope legal services to Child Protective Services.
- i. Represents the County in mental health proceedings as established by law.
- j. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- k. Directs, oversees and participates in the development of the department's work plan, assigns work activities, projects and programs, monitors work flow, reviews and evaluates work projects, methods and practices.
- l. Coordinates department activities with those of other departments and outside agencies and organizations.
- m. Prepares and submits reports and necessary correspondence as required.
- n. Attends and participates in professional groups and committees.
- o. Researches, prepares or reviews all written opinions, ordinances, resolutions, agreements, leases, deed, contracts, and other documents of a legal nature necessary or requested by the Board of Supervisors.
- p. Represents the County in the administration of all claims and litigation filed by or against it; provided, however, special counsel may be retained to defend or prosecute actions requiring special expertise, further provided, that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation.
- q. Renders advice and assistance in the administration of the County's general liability risk management and insurance programs.
- r. Provides advice and assistance to the County on labor-relation matters, including Public Authority labor-related matters, reviews memoranda of understanding or other labor agreements; provides legal advice to County Department Heads regarding employee discipline, including documents, and provides representation of

- the County before mediators or arbitrators on matters arising from memoranda of understanding or the County's personnel rules.
- s. Monitors activities of any special counsel retained by the County.
 - t. Attends all staff meetings or committee meetings deemed necessary and appropriate, or as requested by the Board of Supervisors;
 - u. Provides conflict of interest guidance to the County and staff in seeking advice from the Fair Political Practices Commission.
 - v. Provides guidance concerning requirements of the Brown Act, Conflict of Interest, the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
 - w. Responds to all Public Records Act requests.
 - x. Represents and/or advises the County in litigation not covered by the County's self-insured risk pool (which provides coverage for tort claims and worker's compensation claims) or otherwise being handled by outside counsel.
 - y. Prepares an impartial analysis of county ballot measures showing the effect of the measure on the existing law and operation of the measure.
 - z. Serves as a legal advisor to the Grand Jury with respect to civil matters.
 - aa. To discharge all duties vested by law in the District Attorney of the County other than those of a public prosecutor.

The services provided by County Counsel shall be governed in accordance with all the laws of the State of California.

III. Qualifications

Trinity County seeks an attorney(s) or law firm, which has substantial experience in a broad range of County proceedings and the expertise necessary to meet all or most of the day to day specialized needs of the County. Statements of Qualification should identify the member of the firm who will be assigned to act as the County Counsel and identify the qualification, areas of expertise and prior experience of that individual.

IV. Submittal Requirements

Interested attorney(s) or law firms are requested to prepare qualifications using the following guidelines. Submittals should be sent electronically and as hard copies as identified in section VII.

1. Cover letter of interest, signed by an authorized representative committing to provide the legal services described above.
2. Resumes: Provide complete resumes of the person(s) designated to provide County Counsel services. Please include the following:
 - a. Certificates, licenses, including State Bar of California number.
 - b. Description of education (including name of educational institutions, degrees conferred and year of each degree).
 - c. Professional background and professional associations.
 - d. Any disciplinary action taken by the State Bar or any malpractice claims against any member of the firm in the last 10 years.

3. Firm qualifications (if applicable): in addition to the above outlined individual(s) proposed for designation of County Counsel requirements also provide professional experience and qualifications of the firm and the designated individuals to provide the services specified in the Request for Proposals.
4. Provide the documented policy or process for handling Public Records Act (PRA) requests.
5. References: Provide contact information for at least three (3) municipal, public agency and/or key clients for which legal services have been provided in the last three years. Please include the contact person's name, address, phone number and email address.
6. Clients/Potential Conflicts of Interest
 - a. Identify any foreseeable or potential conflicts of interest with public clients you serve and the manner in which you would propose to resolve these conflicts.
 - b. For the person to be designated as County Counsel, list all public clients that he/she currently represents as general counsel, along with the meeting dates and time for each governing body.
 - c. List all parties, including private clients, relatives or any other individual or entities that could potentially pose a conflict of interest with your representation of the County of Trinity.
7. If the proposal is for a solo practitioner to act as County Counsel, please describe how services will be provided during absences (illness and vacation).
8. Ensure proposal includes relevant case load capacity and litigation history to demonstrate scope and capacity capabilities associated with the diversity of county counsel requirements.

V. Compensation

Proposals shall describe how the attorney(s) or firm proposes to bill for legal services provided, either on a flat monthly retainer, or on a different basis. Sample billing reports will be helpful in the overall evaluation. If it is proposed general services will be paid for through a retainer with additional charges for special services, the proposals should clearly define what would be considered to be within the scope of general services covered by the retainer and what services would be considered special services subject to additional charges, and the rates that would be charged for those special services. Additionally, PRA request handling/processing costs shall be broken out as a special service and separately priced. If hourly billing rates would be charged and those rates would vary for different types of work, such as litigation, indicate what rates will be charged for each type of service.

Proposals shall clearly identify public guardian/public conservator/public authority, Child Protective Services (CPS) and general counsel services as separate cost elements. The county reserves the right to award one or multiple contracts to adequately receive services. For example, if an individual or firm can provide general counsel services, but is not interested in public guardian/public conservator/public authority and/or CPS services or if an individual or firm can provide public guardian/public conservator/public authority and/or CPS counsel, but does not want to provide overall general counsel, the county may award multiple service

contracts.

General advisory services for employment and land use matters should be included within the scope of any retainer proposal for general county services, or included within the hourly rate applicable to general county services, if hourly rates are proposed.

Proposals shall identify what charges, if any, the attorney(s) or firm will impose for travel time. It is expected that the scope of work performed and the rates charged, therefore, will be reviewed and evaluated by the parties sixty (60) days prior to the end of the agreed term and be subject to modification at that time based on the review. The respondent is expected to propose a term of the contract in the response to this request and will be negotiated with the Board of Supervisors in the final selection.

VI. Selection Process

The Board of Supervisors will determine the process by which the proposals are reviewed, although it is anticipated the material provided in the Letter of Interest, Statements of Qualification and Proposals, interviews with the attorney(s) or firms, and references will be determinative factors in making a selection.

The Board of Supervisors reserves the rights and options to:

- Reject any or all the submittals.
- Waive any of the provisions in the Request for Proposals.
- Issue subsequent Requests for Proposals.
- Cancel the Request for Proposal process.
- Waive any technical error in the responses it receives.
- Negotiate with any, all or none of the respondents to the Request for Proposals concerning costs or to further refine the scope of services to be provided.
- Award a contract or contracts to more than one firm for different services.

All costs of preparing and submitting the proposals are to be borne by the submitter and not the County of Trinity.

The final selection of County Counsel will be made by the Trinity County Board of Supervisors. It is anticipated that the interviews will occur in Weaverville in late January/early February 2024.

VII. Submittal Deadline

Interested firms should submit one unbound original and five bound copies of the proposal in a sealed envelope and an electronic copy on a USB stick, marked on the outside as “Response to Request for Proposals – County Counsel” by January 17th, 2024 at noon to:

USPS

County Clerk
P.O. Box 1613
Weaverville, CA 96093

UPS/Fed. Ex./or other carriers

County Clerk
11 Court Street
Weaverville, CA 96093

VIII. Trinity County Contract Template with Insurance Requirements (Attachment A)

Personal Services contract template provided as example only and specific employment contract will be finalized with the individual(s) or firm selected.

Attachment A

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
[CONTRACTOR]**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this _____ day of _____ 20____, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **[NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation]** ("Contractor").

RECITALS

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

_____]; and

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

AGREEMENT

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

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

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

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

IV. TERM OF CONTRACT: This Contract shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms hereunder.

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

VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.

VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____, including direct non-salary expenses.

VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

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

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

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

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any

period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. **[CONTACT RISK MANAGEMENT PRIOR TO ROUTING FOR SPECIAL CONTRACT SITUATIONS, IE: pollution, cyber liability, construction, environmental services, etc.]**INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

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

Trinity County
PO Box **[insert dept. PO Box #]**
Weaverville, CA 96093

- B. **[INCLUDE IF SERVICES BEING PROVIDED INCLUDE USE OF VEHICLES]** Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 **[OR LESS/DIFFERENT – VERIFY WITH RISK MANAGEMENT PRIOR TO ROUTING]** per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

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

or operations. Additional insured should read as follows:

Trinity County
PO Box [insert dept. PO Box #]
Weaverville, CA 96093

- C. The Contractor shall be required to carry **[CHOOSE ONE OF THE FOLLOWING TO INSERT IN THE LINE, OR IF THIS COVERAGE IS NOT NEEDED, DELETE THIS CLAUSE]:** [professional][malpractice][errors & omissions] coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

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

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

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

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the

performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- XI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be

imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XIX. TERMINATION:
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
 - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
 - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.

- XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
[Exhibit C]	[Health Insurance Portability and Accountability Act Supplement]

- XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. **[IF HIPAA IS APPLICABLE, INCLUDE THE FOLLOWING SENTENCE AND EXHIBIT C; OTHERWISE, DELETE THE FOLLOWING SENTENCE AND REMOVE EXHIBIT C]** Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.
- XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other

party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

- XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

***[TRINITY COUNTY DEPARTMENT]
[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]***

If to Contractor:

***[CONTACT NAME]
[NAME OF BUSINESS/CONTRACTOR]
[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]***

[THE FOLLOWING COST DISCLOSURE PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT EXCEEDS \$5,000 AND PROVIDES FOR PAYMENT TO THE CONTRACTOR FOR WRITING A REPORT. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

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

[THE FOLLOWING PUBIC WORKS PROJECTS PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT INVOLVES A PUBLIC WORK. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

- XXXIII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

[signature page to follow]

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

COUNTY OF TRINITY:

CONTRACTOR: