



Siskiyou County
Notice Inviting
Requests for Proposals (RFP) for
Collection Agency Services

Siskiyou County Counsel
PO Box 659
Yreka, CA 96097

1. Summary

a. General information: The County of Siskiyou (“County”) seeks proposals from collection agencies (“Proposers”) interested in providing collection services for unpaid administrative citations and other debts owing to the County pursuant to this Request for Proposals (“RFP”).

An electronic copy of this RFP may be downloaded from <https://www.co.siskiyou.ca.us/current-rfps>. Any interested Proposer may register with the County to be notified of addenda and other notices. To register, please send an email to William Carroll at wcarroll@co.siskiyou.ca.us indicating “Siskiyou County - Debt Collection Agency” in the subject field. If you do not receive a reply to this email within 24 hours indicating that you have been registered, please call William Carroll at (530) 842-8100.

The issuance of this RFP does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. The County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so. Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, at the sole discretion of the County. The County may waive any deviation in a proposal. The County’s waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant contract requirements or obligations.

b. Delivery of Proposal: One (1) original and (2) copies of the proposal must be received no later than **Wednesday, January 15, 2020 at 5 p.m.** by either of these delivery methods:

(1) Physical delivery to the following location: Siskiyou County Counsel, 1312 Fairlane Road, Yreka, CA 96097

OR

(2) by mail to: Siskiyou County Counsel, PO Box 659, Yreka, CA 96067.

All responses must be sealed, clearly marked "PROPOSAL – SISKIYOU COUNTY DEBT COLLECTION SERVICES" and must include all elements described in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS – **cover letter, fee proposal and references**. See Section 5 of this RFP for detail.

The County will not be responsible for a proposal delivered to a person or location other than that specified herein, and reliance on the postal service, or other delivery service will not excuse a late submission.

2. Contract Award Schedule

Proposal start date: 8:00 AM – Tuesday December 3, 2019

Deadlines for questions 5:00 PM – Wednesday, January 8, 2020

Proposals due date: 5:00 PM – Wednesday, January 15, 2020 (1 original and 2 copies)

3. General Conditions

3.1 Prime Responsibility

The selected Proposer will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the County will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.2 Assurance

Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Proposer must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project.

3.3 Independent Contractor

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.

3.4 Non-Discrimination

Siskiyou County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry,

national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

3.5 Costs

The proposed retained percentage of any debt amount that is collected by the Proposer will be considered in evaluating each proposal. This should not be considered a “bid” but a cost proposal subject to negotiation. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected Proposer; the County will cease negotiations and begin negotiations with the next highest rated Proposer from the proposal evaluation.

3.6 County’s Rights

Siskiyou County reserves the right to:

- Request clarification of any submitted information;
- Set aside a proposal for any irregularity including but not limited to missing information;
- Excuse a late submittal;
- Not enter into any contract;
- Not to select any applicant;
- Amend or cancel this process at any time;
- Interview applicants prior to award and request additional information during the interview;
- Issue a similar RFP in the future; and/or
- Take any other action it deems to be in its best interest.

3.7 Insurance

The insurance requirements are specified in in Article 5 (Obligations of Contractor) of the Contract for Services (Attachment 2)

3.8 E-Verify system

The County of Siskiyou encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the [E-Verify system](#) is available at their [website](#).

3.9 Proprietary Information

Proprietary Information that the Proposer does not wish disclosed beyond what is necessary for proposal evaluation or subsequent contract administration will be kept confidential to the extent permitted by the County as follows. Each page shall be identified by the Proposer in bold face text at the top and bottom as "PROPRIETARY". Any section of the proposal that is to remain confidential shall also be so marked in boldface text on the title page of that section. Cost information may not be deemed proprietary. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined by law. If a Proposer designates any information in its proposal as proprietary pursuant to this provision, the Proposer must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

4. Description of Services Required

4.1 Overview

The service to be provided involved primarily the collection of unpaid civil administrative citations issued on account of building and zoning violations but could include unpaid amounts owing to other County departments. The services to be provided would *not* include the collection of criminal fines. **Please review "Exhibit A" attached to the sample contract as to further particular terms.**

4.2 Operational Data

Administrative citations are issued by building and zoning officers, with a range in fines from a minimum of \$100 to \$1,000 per each cited violation. In approximately six months, there is over \$30,000 in unpaid fines, with an average of \$300 per citation (and individuals owing \$1,000-\$2,500 in total after three citations), thus the County expects upwards of \$60,000 in delinquencies annually. The citations are normally issued to the property owner(s) of record upon the assessor rolls.

4.3 Contract term

The contract term will be for two years, with an option to renew the contract for another two years. The County will retain a right to terminate a contract upon 60 days notice.

5. Proposal Content and Format Requirements

Interested Proposers shall submit, either by regular mail or in person, one (1) original plus two and (2) copies of their proposal, either in person or by mail to the place described in Section 1 above.

All responses must be sealed and clearly marked "PROPOSAL – SISKIYOU COUNTY DEBT COLLECTION SERVICES." The proposals submitted shall include:

- 1) The required cover letter (see Section 5.1);
- 2) The contingency fee form (see Section 5.2 and Attachment 1); and
- 3) The reference form (See Section 5.3 and Attachment 2).
- 4) Any proposed changes to the contract terms or scope of services (See Section 5.4)

Proposals must be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE set forth in Section 2.

An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.

Proposals shall provide the following information in the order listed:

5.1 First item of proposal - Cover Letter

An Interested Proposer shall provide a cover letter not to exceed four (4) pages including a discussion of the Proposer's depth and breadth of experience with collection services and approach to providing the requested services. Clearly indicate in the Cover Letter if the Proposer is proposing to use any subcontractors to provide any of the requested services. The cover letter should also address these areas:

- Any experience with municipal accounts
- A list of governmental agencies in California (if any) that your firm has provided services to over the last five years.
- A list of private sector businesses in California (if any) that your firm has provided services to over the last five years.
- A description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts.
- Detail skip tracing procedures for skip accounts; include dollar thresholds for different levels of efforts.

5.2 Second item of proposal - Fee Proposal

The County would reimburse for the Proposer's services through sharing a percentage of any amount recovered (i.e. a pure contingency fee). Provide the amount of contingency fee upon collection. A form for the fee proposal is provided at Attachment 1.

5.3 Third item of proposal - References

Please provide contact information for no less than three (3) references, preferably from public agencies, upon the provided reference sheet (Attachment 2).

5.4 (Optional) Fourth item of proposal - Exceptions to Proposed Contract

The County is willing to consider, but does not commit, to making any changes to the terms and conditions listed in the Contract for Services (Attachment 3). Should the proposer wish to take exception to any specific contract terms or conditions, it is to cite the specific section, the specific contract language it takes exception to, and provide acceptable alternative language. Should the Proposer wish to propose any changes to the terms and conditions that would result in a lower cost proposal, it should cite the specific section, the specific contract language, acceptable alternative language, and the associated impact on the Proposer's costs. **(Please note "Exhibit A" to the sample contract.)**

6. Selection Procedures

Proposals will be evaluated based on the proposed price, the Proposer's experience, qualifications, references, responsiveness to this RFP and any other factors that the County deems relevant. The County reserves the right to interview one or more Proposers or bypass the interview process and begin negotiations with a selected Proposer, which, in the opinion of the County, is clearly the preferred choice. The Contractor selected for this project will be required to comply with insurance standards as deemed acceptable to the County's Risk Manager. No contract with the County of Siskiyou is in effect until both parties have signed a contract.

7. Inquiries

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal. All inquiries concerning this RFP should be directed in writing, or by email, to the following Contact Person:

wcarroll@co.siskiyou.ca.us

William Carroll

Siskiyou County Counsel

PO Box 659

Yreka, CA 96097

Responses to questions will be published in an addendum after the question submittal deadline has passed. Any addendums will be posted as a "Q&A" to <https://www.co.siskiyou.ca.us/current-rfps>. The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all potential Proposers in a timely manner. Any amendment or addendum to this RFP is valid only if in writing and issued by the Siskiyou County Counsel office.

Attachments:

1. Proposal for contingency fee
2. References
3. Contract for Services

Attachment 1 - Proposal for Contingency Fee

Name of Proposer: _____

A. Percentage of gross monies recovered by the Proposer to be retained by the Proposer:

_____ percent (____%)

(written number)

B. Percentage of gross monies recovered by the Proposer to be remitted to the County:

_____ percent (____%)

(written number)

(The total percentages to equal 100%)

Attachment 2 - References

Reference #1

Name	
Jurisdiction/relationship	
Title	
Phone Number	
E-mail (if known)	

Reference #2

Name	
Jurisdiction/relationship	
Title	
Phone Number	
E-mail (if known)	

Reference #3

Name	
Jurisdiction/relationship	
Title	
Phone Number	
E-mail (if known)	

**Attachment 3 - Sample Contract for Collection Services
County of Siskiyou
Contract for Services**

This Contract made this _____ day of _____, 2020, between:

COUNTY: County of Siskiyou
[FULL ADDRESS]

and

CONTRACTOR: [Contractor]
[Address]
[Phone]
[email]

Article 1. Term of Contract

1.01 Contract Term: This Contract shall become effective on Month, Day, 2020 and shall terminate on Month, Day, 2022, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

1.02 Extension: If the parties are mutually agreeable then, no earlier than six months but at least 60 days before the term of the Contract expires, the parties may execute a two-year extension of this Contract, or other time as agreed upon, by written amendment.

Article 2. Independent Contractor Status

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

Article 3. Services

3.01 Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto. No additional services shall be performed by Contractor unless approved in advance in

writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Siskiyou County Counsel (or his or her designee).

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Article 4. Compensation

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees that Contractor shall receive ____ percent (___%) of the gross of any monies collected. The remaining ___percent (___) shall be remitted to the County.

4.02 Date for Payment of Compensation: Contractor shall pay within 30 days of receipt of any monies collected.

4.03 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

Article 5. Obligations of Contractor

5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

5.02 Contract Management: Contractor shall report to the Siskiyou County Counsel (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.

5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or

through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction

in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County’s Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor’s payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers' compensation insurance on behalf of Contractor

5.12 Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations:

Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Article 6. Obligations of County

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

Article 7. Termination

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;

2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

Article 8. General Provisions

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the

court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

8.09 Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

8.10 Time is of the Essence: Time is of the essence in the performance of this Contract.

8.11 Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

8.12 Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

8.13 Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.

8.14 Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance on Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: [NAME] (state type of entity)

Date: _____

[Contractor Signatory Name and Designate official capacity in the business]

Date: _____

[Contractor Signatory Name and Designate official capacity in the business]

License No.:

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

Terry Barber, County Administrator

(Date)

APPROVED AS TO LEGAL FORM:

Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)

If not to exceed, include amount not to exceed:

Encumbrance number (if applicable):

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Jennie Ebejer, Auditor-Controller

(Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Merkle, Risk Management

(Date)

Exhibit A

A.1 The County will assign delinquent accounts to the Contractor for collection. The Contractor will acknowledge receipt of all forwarded accounts within forty-eight (48) hours of receipt of forwarded accounts and will use all legal means to effect collection of such accounts.

A.2. The County will forward to the Contractor the delinquent account information with any other information regarding the debtor, in report format, via mail or electronic batch file. The Contractor will forward information to the County using the same agreed upon transaction method.

A.3. The Contractor shall have the complete and exclusive right to collect or sue upon the assigned accounts. The County reserves the right and authority to withdraw or cancel accounts upon discovery of invoicing disputes, any legal restrictions to collect upon said accounts, or upon termination of this contract.

A.4 The Contractor shall comply with all provisions of Federal Public Law 95-109 title "Fair Debt Collection Practice Act" as amended, as well as the Rosenthal Fair Debt Collection Practices Act (Civil Code Section 1788 et seq.), and with all other federal, state or local laws, rules and regulations that may apply.

A.5 The Contractor will submit to the County its policy on the Contractor's debt collection procedures. This policy will include, but is not limited to, the acceptance of checks, the acceptance of checks which are returned from a bank as unpaid and insufficient funds, accounts closed, skip tracing and credit checks.

A.6 The Contractor shall submit detailed monthly reports for all services being rendered, to include at a minimum:

- (1) identification of the debtor making the payment,
- (2) the County's account number,
- (3) the total amount paid on the debtor's account,
- (4) the County's payment,
- (5) the Contractor's fee, and
- (6) the remaining principal balance.

A.7 Any payment received directly by the County upon an account assigned to the Contractor will be wholly forwarded to the Contractor as though the payment was made directly to the Contractor.

A.8 The Contractor shall maintain and keep all reports and records necessary to comply with any Federal, State, or Local law.