BLANKET PURCHASE ORDER AGREEMENT FOR AS-NEEDED INTERPRETATION AND TRANSLATION SERVICES

This agreement ("Agreement"), dated as of	, 20	("Effective
Date") is by and between the County of Sonoma, a political	subdivision	of the State of
California (hereinafter "County"), and	(hereinafter	"Consultant").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County's Purchasing Agent is a designated purchasing agent for various County affiliates, including the Sonoma County Water Agency and the Sonoma County Community Development Commission. Such entities are intended beneficiaries of the right to obtain as-needed services in accordance with this Agreement. Consultant acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

RECITALS

WHEREAS, Consultant represents that it is a duly qualified Interpretation and Translation Service; and

WHEREAS, in the judgment of the County of Sonoma Purchasing Department, it is necessary and desirable to employ the services of Consultant for interpretation and translation services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

<u>AGREEMENT</u>

1. Scope of Services.

1.1 <u>Consultant's Specified Services</u>. Consultant shall perform interpretation and translation services described below and in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Services and Charges"), and within the times or by the dates provided for in Exhibit "A" and pursuant to <u>Article 7</u>, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

All services shall be performed on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements, Consultant shall provide a written quote based on service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates. If approved in writing by the requesting County department or affiliate, Consultant shall then provide the requested services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Consultant be paid for services without specific written County department or affiliate approval of a requested quote.

No amount of services or purchase orders are guaranteed. Nothing herein grants Consultant any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

- 1.2 <u>Cooperation With County</u>. Consultant shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. [INTENTIONALLY OMITTED]

- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 1.5 <u>Additional Requirements Related to Scope</u>. Consultant shall additionally comply with the terms, conditions, and provisions stated in the following Exhibit(s), attached hereto and incorporated herein by this reference:

Exhibit B. Business Associate Addendum

- <u>2. Payment</u>. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:
 - 2.1 <u>Rates</u>. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the rate sheet set forth in Exhibit A1, attached hereto and incorporated herein by this reference. Rates are all-inclusive for all expenses and costs of services, including all costs of labor, fuel, vehicles and equipment, and travel.
 - 2.2 Accounts and Billing. Consultant shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address of pick up, date of pick up, volume of pick up and type of boxes; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 2.3 <u>Payments</u>. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.
- 2.4 <u>Withholdings</u>. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. <u>Term of Agreement</u>. The term of this Agreement shall be from the Effective Date to February 31, 2020, with the option to extend for four (4) additional one year periods unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

- 4.1 <u>Termination For Convenience</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 4.2 <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 4.3 <u>Delivery of Work Product and Final Payment Upon Termination</u>. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all_ reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subConsultants, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount

of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

- 4.5 <u>Authority to Terminate</u>. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
- 5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', Consultants', subConsultants', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', Consultants', subConsultants', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 6. <u>Insurance</u>. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subConsultants, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.
- 7. <u>Prosecution of Work</u>. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.
- 8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or

changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

- 9.1 <u>Standard of Care</u>. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.
- 9.2 <u>Status of Consultant</u>. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to <u>Article 4</u>, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 9.3 <u>No Suspension or Debarment</u>. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County
- 9.4 <u>Taxes</u>. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

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- 9.5 <u>Records Maintenance</u>. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 9.5.1 Right to Audit, Inspect and Copy Records. Consultant agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Consultant under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility, and the appropriateness of services, and ensuring fiscal accountability. All such audits, inspections and copying shall occur during normal business hours. Upon request, Consultant shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Consultant agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.
- 9.6 <u>Conflict of Interest</u>. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 9.7 <u>Statutory Compliance/Living Wage Ordinance</u>. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 9.8 <u>Nondiscrimination</u>. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability,

sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 9.9 <u>AIDS Discrimination</u>. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 9.10 <u>Assignment of Rights</u>. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.
- 9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.
- 9.12 <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.
- 9.13 Confidentiality. Consultant agrees to maintain the confidentiality of all sensitive and confidential information, including patient medical records and client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. County reserves the right to attach further and/or specific restrictions or other confidentiality terms and conditions to any specific requests for services, including as stated below.

All confidentiality obligations shall survive termination of this Agreement and to the fullest extent allowed and/or required by law.

9.14 Health Privacy/HIPPA Requirements. For certain services rendered for or with the Sonoma County Department of Health Services ("DHS") or the Sonoma County Human Services Department ("HSD"), including but not limited to the Multipurpose Senior Services Program and the Home Community Based Alternatives Program, all such services are subject to the provisions of HIPAA and related privacy laws. When providing services for any such programs, Consultant shall be considered a Business Associate (as defined by 45 CFR 160.103, as may be amended) and shall execute and comply with the provisions of a Business Associate Agreement in form required by County and substantially similar to the attached Exhibit [X]. Such Business Associate Agreement shall be executed as part of any applicable DHS or HSD service request prior to Consultant rendering such service.

As to all such DHS and HSD services, Consultant acknowledges that, as a condition of the County's receipt of State of California funding for provision of behavioral health and certain human services, County is subject to requirements pertaining to client health privacy, security of personally identifiable information (hereinafter "PII"), and protected health information (hereinafter "PHI"), and must contractually obligate contractors ("subcontractors") to also comply with such requirements. County's requirements are specified in the "Mental Health - Privacy and Information Security" provisions, available at: http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/, which may be amended from time to time. In the event of any conflict, real or apparent, between this Agreement, the Business Associate Agreement, and/or any other applicable document, the applicable terms and conditions of the "Mental Health - Privacy and Information Security" provisions (as may be amended from time to time) shall control.

- 9.15. Consultant Notification of Breach or Improper Disclosures. The State Contract requires County to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). Consultant shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by Consultant, notify County's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon County's knowledge of a material breach or violation by Consultant of the agreement between County and the Consultant, County shall:
 - Provide an opportunity for the Consultant to cure the breach or end the violation and terminate the agreement if the Consultant does not cure the breach or end the violation within the time specified by the Department; or
 - Immediately terminate the agreement if the Consultant has breached a material term of the agreement and cure is not possible.

In the event that the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Consultant shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Consultant.

- 10. <u>Demand for Assurance</u>. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to <u>Article 4</u>.
- 11. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 12. <u>Method and Place of Giving Notice</u>, <u>Submitting Bills and Making Payments</u>. Other than as otherwise stated herein, all notices, bills, payments and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY:

CONTRACTOR:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in

the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

- 13.1 <u>No Waiver of Breach</u>. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 13.3 <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 13.4 <u>No Third Party Beneficiaries</u>. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 13.5 <u>Applicable Law and Forum</u>. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 13.6 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 13.7 <u>Merger</u>. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil

Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 13.8. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13.9 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.
- 13.10 <u>Federal Provisions</u>. Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit D, incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:	COUNTY: COUNTY OF SONOMA		
	CERTIFICATES OF INSURANCE REVIEWED AND ON FILE:		
By:	By:		
Name:	By:		
Title:	Date:		
Date:	APPROVED AS TO FORM FOR COUNTY		
	By:		
	Date:AGREEMENT EXECUTED:		
	By:		
	Chair, Board of Supervisors		
	Date:		
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Clerk of the Board of Supervisors

