

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND ELLIS INVESTIGATIONS LAW CORPORATION

This agreement is entered into between the County of Shasta, through its through its Office of Shasta County Counsel, a political subdivision of the State of California (“County”) and Ellis Investigations Law Corporation (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing internal investigations.

Section 1. RESPONSIBILITIES OF CONSULTANT

Pursuant to the terms and conditions of this agreement, Consultant shall at the request of the Office of County Counsel (County Counsel) and agreement by Consultant:

- A. Perform impartial investigations, which may involve reviewing documents, interviewing staff, and performing other investigative duties.
- B. Communicate with County representatives as designated by County Counsel, regarding the nature and scope of investigations; information and evidence collected; investigative findings; and investigative work products.
- C. Submit final written summaries with all supporting documentation, findings and recommendations with all evidence and applicable materials, and upon request, a written executive summary, to the County Counsel. Unless otherwise requested by County Counsel, all such documents shall be labeled "Confidential Attorney-Client/Work Product Privileged". Along with the written summary, Consultant shall also provide copies of interview transcripts, surveillance recordings, if applicable, and any other evidentiary support used to validate findings.
- D. Provide all equipment or supplies as may be required by Consultant to perform in person or remote services.
- E. Comply with all federal, state and local laws, statutes, ordinances, rules and regulations in conducting investigations.
- F. Travel to various locations throughout the County to conduct investigations when required.
- G. Participate in debriefings, administrative hearings, in court, or other official proceedings that result from investigations, as mutually agreed upon between Consultant and County Counsel.
- H. Ensure all efforts are made to safeguard confidentiality, to the extent authorized by law.
- I. It is understood that in these engagements, Consultant and County have an attorney-client relationship and that Consultant is providing professional legal services based on its professional experience and expertise. Consultant has been retained to use its

legal skills to assist County in developing a response to concerns. Specifically, Consultant will use its expertise in employment law to arrive at findings based on its professional evaluation of the evidence. The parties intend those investigations, including County's communications, work products and final investigation reports, will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible, unless waived by County.

The scope of this attorney-client representation is limited. Consultant will render legal advice to County on issues limited to investigation processes. Consultant will conduct investigations as an attorney in furtherance of County seeking legal advice to resolve the underlying issues. County will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of any investigations.

Section 2. RESPONSIBILITIES OF COUNTY

Pursuant to the terms and conditions of this agreement, County shall:

- A. Assign engagements to Consultant, discuss allegations to be investigated, review investigation plans and submit any necessary documents or supporting information to Consultant.
- B. Provide a private location at a County facility for meetings as may be required in performance of services.
- C. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- D. The County understands that there are no guarantees as to the outcome of investigations. As an independent contractor, Consultant has the right to determine means, manner, and findings related to investigations. The County agrees to allow Consultant full discretion to undertake investigations and otherwise make findings without influencing or interfering with the outcome. The County understands and acknowledges that Consultant will exercise independent judgment to make whatever findings it deems are warranted based on the evidence developed in investigations, and that these engagements are not dependent on Consultant making or failing to make a particular credibility determination, finding of fact or conclusion.
- E. The scope of the investigations does not include rendering any legal conclusions, making recommendations or, in the event of litigation or administrative claim, representation of County or anyone else involved in the litigation. The County expressly agrees that it will look to other counsel for such services, as well as for advice with respect to issues which may arise relating to the investigations. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending

investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. County agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

- F. County also agrees it will also look to other legal counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver and work product in connection with the Consultant's services.

Section 3. COMPENSATION

- A. Consultant shall bill in quarter hour increments, or a fraction thereof for the services described in this agreement. Consultant shall assign an investigating attorney responsible for this matter at an hourly billing rate from \$335 to \$415. From time to time, where appropriate, Consultant will use other individuals on the matter and Consultant's hourly billing rates for other individuals range from \$335 to \$525, with legal support specialists at \$225. These are the attorney's 2024 rates. Consultant modestly increases rates at the beginning of each calendar year. In the event of a rate increase, not to exceed ten percent annually, Consultant will notify County in writing before any increase becomes effective. And, if called upon to testify, respond to discovery or defend the investigation's confidentiality, Consultant will be paid at then applicable rates. This provision shall survive the termination or expiration of this Agreement.
- B. Travel exceeding 30 miles from 1450 Court Street, Redding, CA 96001, shall be billed as follows:
 - 1. Travel Time shall be billed hourly at the rates identified in Section 3.A of this agreement, in one-tenth of an hour increments.
 - 2. Travel Expenses shall be reimbursed at actual costs. Travel shall occur at the most cost-effective means available. All requests for reimbursement must be accompanied with receipts.
 - 3. The following expenses are not reimbursable; alcoholic beverages, personal sundry or other related expenses, recreational activities, in-room movies, or expenses for family members. All expenses are subject to review and acceptance by County.
- C. Other reasonable and necessary miscellaneous expenses as may be required to conduct business shall be reimbursed at actual costs, and shall be accompanied by receipts. The costs also include attorney's fees for the investigator's separate counsel in the event of the need to respond to discovery, prepare for or testify about investigations.
- D. In all respects, Consultant is expected to perform services, and incur expenses in the most efficient and cost-effective manner possible.

- E. Total compensation payable to Consultant during the entire term of this agreement shall not exceed \$150,000. In the event the work is not complete at \$150,000, Consultant shall stop work until such time as County Counsel approves in advance and in writing an increase in compensation not to exceed ten percent. In no event shall the total compensation exceed \$165,000 over the entire term of this agreement based on the then current scope.
- F. Consultant shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- G. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

- A. Consultant shall submit to County, on or before the 15th of each month, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Each statement or invoice shall include copies of receipts for reimbursement of allowable travel costs and/or expenses.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

The initial term of this agreement shall be for two years as of the last date it has been signed by all Parties. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County or Consultant may terminate this agreement without cause on 30 days written notice to the other Party.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by Shasta County Counsel or the County Executive Officer.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to County.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others. County and Consultant acknowledge that the County and Consultant have two existing agreements for specific individual investigative services, each are Personal Services Agreement Between the County of Shasta and Ellis Investigations Law Corporation with effective dates of June 4, 2024, and June 6, 2024, both of which continue in full force and effect.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Shasta County Counsel provided that the amendment is in substantially the same

format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County,

its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

However, the foregoing does not apply to those claims, suits, actions, costs, expenses, damages, judgments, or decrees brought by an employee or witness or other party arising from facts and issues under investigation.

- B. These indemnification provision(s) are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
 - 1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 - 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.

4. Contain, or be endorsed to contain, a “separation of insureds” clause which shall read, or have the same effect as the following:
“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this agreement:

1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.

7. Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit

directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant'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 agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 18. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: County Counsel
County of Shasta
1450 Court Street, Suite 332
Redding, CA 96001
Phone: 530-225-5711

If to Consultant: Leslie Ellis, CEO
Ellis Investigations Law Corporation
500 Capitol Mall, Suite 2350
Sacramento, CA 95814
Phone: 916-426-9180

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

Section 20. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of

any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 25. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. County may use Consultant's such work products for any purpose whatsoever. County acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the County's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 27. USE OF COUNTY PROPERTY

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 28. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
JOSEPH LARMOUR
County Counsel

RISK MANAGEMENT APPROVAL

Signed by:
By: Trisha C. Weber
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Trisha C. Weber
Assistant County Counsel
10/23/2024 | 1:10 PM PDT

Signed by:
By: Dolyene Lane
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Dolyene Lane
Risk Manager
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CONSULTANT

Date: 10/23/2024 | 12:43 PM PDT

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