

Eligible Applicant Documentation

Applicant is the County of Shasta, a local public agency as defined in Appendix B of the 2014 IRWM Drought Guidelines.

The County of Shasta was one of California's original counties and was created in 1850. Parts were given to the Counties of Siskiyou and Tehama at later dates. Counties are defined in Article XI of the State Constitution.

The County of Shasta has legal authority to enter into grant agreements with the State of California.

The County of Shasta is developing agreements for the organizations for which it makes this application. The draft form of agreement follows. The agreement will be finalized when the terms of the Grant Funding Agreement are known.

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
[SUBGRANTEE NAME]**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County") and [SUBGRANTEE NAME] ("Subgrantee". Collectively, the "Parties" and individually a "Party") for the purpose of receiving and distributing funds through the 2014 IRWM Drought Grant Solicitation funded by Proposition 84 for implementation of [SUBGRANTEE PROJECT NAME] ("Project").

Section 1. RESPONSIBILITIES OF SUBGRANTEE.

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

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Subgrantee in the application, documents, amendments, and communications filed in support of its request for 2014 IRWM Drought Grant Solicitation funded by Proposition 84 financing, including, but not limited to, the then-current 2014 IRWM Drought Solicitation Integrated Regional Water Management Funded by Proposition Guidelines ("Guidelines") and the Grant Agreement Between the State Department of Water Resources and the County ("Grant Agreement").
- C. Comply with all applicable California laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project(s).
- F. Demonstrate the availability of sufficient funds to complete Project, as stated in the Commitment Letter, by submitting the most recent 3 years of audited financial statements.
- G. Demonstrate compliance with the groundwater compliance options set forth on page 16 of the Guidelines, dated June 2014.

H. Submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports" in the Grant Agreement.

I. Submit deliverables as specified in Paragraph 19 of the Grant Agreement and in Exhibit A.

J. Prior to the commencement of construction or implementation activities, submit the following:

1. Final plans and specifications certified by a California Registered Civil Engineer (or geologist, as appropriate).
2. Environmental Documentation
 - i. All applicable environmental permits as indicated on the Environmental Information Form,
 - ii. Documents that satisfy the CEQA process,
 - iii. Documentation that the Department of Water Resources has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Written concurrence from the Department of Water Resources of CEQA documents notice of verification of environmental permit submittal.

Department of Water Resources' concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, Department of Water Resources will consider the environmental documents and decide whether to continue to fund the project(s) or to require changes, alterations or other mitigation. Subgrantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

K. Provide other invoice documentation as required by County.

Section 2. RESPONSIBILITIES OF COUNTY.

County shall compensate Subgrantee as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Subgrantee.

Section 3. COMPENSATION.

Subgrantee shall receive a maximum of **[\$ AMOUNT]** for the services described in this agreement.

Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

Subgrantee shall submit to Department of Public Works within fifteen days of the end of the fiscal quarter and/or completion of the Project prescribed in section 1, an itemized statement or invoice of work rendered.

Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor 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.

- A. This agreement shall commence as of the last date it has been signed by both [all] parties and shall end [DATE].
- B. 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 Subgrantee in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Subgrantee materially fails to perform Subgrantee's responsibilities under this agreement to the satisfaction of County, or if Subgrantee fails to fulfill in a timely and professional manner Subgrantee's responsibilities under this agreement, or if Subgrantee 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 Subgrantee. If termination for

cause is given by County to Subgrantee and it is later determined that Subgrantee 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 may terminate this agreement without cause on 30 days written notice to Subgrantee.
- 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 the County's Public Works Director.
- E. Should this agreement be terminated, Subgrantee shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subgrantee pursuant to this agreement.
- F. If this agreement is terminated, Subgrantee 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. Subgrantee shall be entitled to no other benefits other than those specified herein. Subgrantee specifically acknowledges that in entering into and executing this agreement, Subgrantee relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments 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 Subgrantee and Public Works Director, 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 Subgrantee, Subgrantee 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 SUBGRANTEE.

[If Subgrantee is determined pursuant to section 5.5 of Policy 6-101 to be an independent contractor, insert the following:]

Subgrantee 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 Subgrantee performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Subgrantee shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subgrantee 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 Subgrantee were a County employee. County shall not be liable for deductions for any amount for any purpose from Subgrantee's compensation. Subgrantee shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Subgrantee be eligible for any other County benefit. Subgrantee must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subgrantee's assigned personnel under the terms and conditions of this agreement.

[If Subgrantee does *not* qualify as an independent contractor for tax purposes per section 5.5, use the following instead of the foregoing:]

Subgrantee shall, during the entire term of this agreement, be construed to be an independent contractor. 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 Subgrantee performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Subgrantee shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subgrantee shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Subgrantee be eligible for any other County benefit. Notwithstanding Subgrantee's status as an independent contractor, County shall withhold from payments made to Subgrantee such sums as are required to be withheld from employees by the Federal Internal

Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County's liability under said laws and does not abrogate Subgrantee's status as an independent contractor as described in this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Subgrantee 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 Subgrantee, or by any of Subgrantee's subcontractors, any person employed under Subgrantee, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Subgrantee shall also, at Subgrantee's own expense, defend the County 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 Subgrantee, or any of Subgrantee's subcontractors, any person employed under Subgrantee, or under any subcontractor, or in any capacity. Subgrantee 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 Subgrantee'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.

"For professional services provided under this agreement, Subgrantee shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement. Subgrantee shall also, at Subgrantee's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Subgrantee's duty of indemnification, Subgrantee and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Subgrantee and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subgrantee, subcontractor, Subgrantee's partner(s), subcontractor's partner(s), Subgrantee's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subgrantee or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Subgrantee hereby certifies that Subgrantee 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 Subgrantee shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

[D or E] With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Subgrantee or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subgrantee or subcontractor shall maintain such insurance 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, Subgrantee or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"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."
- (5) Subgrantee shall provide the County with an endorsement or amendment to Subgrantee's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Subgrantee shall provide, 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 Subgrantee 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.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Subgrantee shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Subgrantee's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Subgrantee or if any lawsuit is instituted concerning Subgrantee's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Subgrantee 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. Subgrantee shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Subgrantee shall not 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. Subgrantee represents that Subgrantee is in compliance with and agrees that Subgrantee 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.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Subgrantee that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Subgrantee or County. Except where longer retention is required by federal or state law, Subgrantee 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.

Subgrantee shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Subgrantee 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.

Subgrantee 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. Subgrantee agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subgrantee 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 Subgrantee.

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

Subgrantee's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Subgrantee'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. Subgrantee'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.

Subgrantee, and Subgrantee'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.

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

Section 18. CONFLICTS OF INTEREST.

Subgrantee and Subgrantee'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: Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
530-225-5661 Fax 530-225-5667

If to Subgrantee: **[SUBGRANTEE NAME & ADDRESS]**

- 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.

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.

Subgrantee 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 Subgrantee to disclose financial interests and to recuse from influencing any County decision which may affect Subgrantee's financial interests. If required by the County's Conflict of Interest Code, Subgrantee shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Subgrantee represents and warrants that Subgrantee, on the date of execution of this agreement, (1) has paid all property taxes for which Subgrantee is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Subgrantee 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. 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 25. 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. County may use such work products for any purpose whatsoever. 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, Subgrantee shall retain all of Subgrantee's rights in Subgrantee's own proprietary information, including, without limitation, Subgrantee's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subgrantee prior to, or acquired by Subgrantee during the performance of this agreement and Subgrantee shall not be restricted in any way with respect thereto.

Section 26. USE OF COUNTY PROPERTY.

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

Section 27. APPLICATION OF OTHER AGREEMENTS.

Subgrantee and contractor's officers, agents, employees, and volunteers, and any of contractor's/Subgrantee's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the [Insert Name of Agreement] between the County of Shasta and [Insert Name of contracting party], attached to this agreement as Exhibit [] and incorporated by this reference.]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Subgrantee have executed this agreement on the dates set forth below. By their signatures 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.

COUNTY OF SHASTA

Date: _____

[If the Chairman will sign the agreement, add:]

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____

Deputy

Approved as to form:

RUBIN E. CRUSE, JR

RISK MANAGEMENT APPROVAL

County Counsel

By: _____

By: _____

David M. Yorton, Jr.

Senior Deputy County Counsel

SUBGRANTEE

(SUBGRANTEES NAME)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax I.D.#: _____