



**2160 41st Avenue
Santa Cruz, California 95010**

**REQUEST FOR PROPOSALS
FOR
LABOR AND EMPLOYMENT ATTORNEY SERVICES**

INTRODUCTION

The Housing Authority of the County of Santa Cruz (**HACSC**) and its affiliate, New Horizons Affordable Housing and Development Inc. (**New Horizons**), a California nonprofit public benefit corporation, is requesting proposals from qualified law firms for labor and employment attorney services.

HACSC was established in 1969 by a resolution of the Santa Cruz County Board of Supervisors to locally administer federal rent subsidy programs authorized under the United States Housing Act of 1937. HACSC provides rental subsidies, manages, and operates affordable housing units, and develops affordable housing to assist low-income families, seniors, and persons with disabilities living in Santa Cruz County and the unincorporated areas of Hollister and San Juan Bautista.

The mission of HACSC is committed to advancing access to affordable housing and a thriving community free from discrimination by providing affordable housing and delivering inclusive services to our diverse community with compassion and kindness. Our mission extends beyond shelter, utilizing housing as a catalyst to promote equity, economic mobility, dignity, stability, improved quality of life, and a place to call home.

New Horizons' purpose includes but is not limited to supporting HACSC with acquiring, providing, developing, financing, rehabilitating, owning, and operating affordable housing for low-income individuals. New Horizons actively manages approximately 294 affordable housing units in Santa Cruz County. New Horizons is committed to enhancing and preserving its existing affordable portfolio as well as expanding opportunities for high quality affordable housing for low-income residents of Santa Cruz County.

HACSC currently has approximately 60 employees, which includes a combination of exempt and non-exempt employees.

HACSC and New Horizons are hereinafter collectively referred to as HACSC.

For more information about the agency, please visit: www.hacosantacruz.org.

PURPOSE

HACSC is soliciting proposals from a qualified attorney or law firm to provide on-demand Human Resources (HR) legal services to advise and represent HACSC on labor and employment matters. The selected attorney or law firm for contract award must be able to serve as HR Legal Services Counsel and represent HACSC, in any HR legal matter which may include but are limited to the following:

- Provide legal services pertaining to employment and employee relations matters, including review and revisions of personnel policies and procedures, hiring practices, anti-discrimination laws, wage and hour laws, workplace safety, and constitutional protections.
- Consultation on HR matters that may lead to litigation proceedings, including disciplinary or termination actions,
- Representation in negotiations in mediation, administrative and court proceedings as requested by HACSC or otherwise required by law,
- Provide training on employment-related topics and/or legally required trainings to HACSC management and staff.

Additional details on the legal services to be performed on behalf of HACSC are listed under **Exhibit B, Scope of Services**.

Services shall be performed in accordance with the contract. The initial contract is anticipated to commence in **January, 2026** will be for a period of one year, and may be extended up to four additional years in accordance with the terms contained within the contract.

TIMELINE

HACSC is seeking an attorney or law firm with the capacity and resources to begin providing services in **January 2026**. HACSC may consider alternative start dates based on qualifications and availability.

The estimated timeline for this solicitation is as follows (**all dates are subject to change**):

Action	Date
RFP Issue Date	Monday, October 13, 2025
Due Date to submit questions/requests for clarifications	Tuesday, October 28, 2025
Submittal Due Date	Monday, November 10, 2025
Applicant Interviews with evaluation panel (if necessary)	Tuesday, November 17, 2025
Recommendation/notification of award	Week of December 1, 2025

PROPOSAL SUBMISSION

Submissions to the Request for Proposal must be submitted electronically via the BidNet Direct procurement system no later than **Monday, November 10, 2025, 5:00pm**. Prospective bidders must be registered with BidNet Direct to participate in this solicitation and can create an account at no cost by visiting <https://www.bidnetdirect.com/california/housingauthorityofcountyofsantacruz>. See Article 2 for more details.

GENERAL CONDITIONS

ARTICLE 1 — HACSC'S RESERVATION OF RIGHTS

- 1.01 Right to Amend, Reject, Waive, or Terminate the Solicitation.** HACSC reserves the right to amend through addenda, to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the process at any time, if HACSC deems it necessary or in its best interests.
- 1.02 Right to Not Award.** HACSC reserves the right not to award a contract pursuant to this solicitation.
- 1.03 Right to Terminate.** HACSC reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience upon ten (10) days written notice to the successful Proposer(s).
- 1.04 Right to Determine Time and Location.** HACSC reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this solicitation.
- 1.05 Right to Retain Proposals.** HACSC reserves the right to retain all proposals submitted and not permit their withdrawal, unless authorized in writing by HACSC's Contracting Officer, for a period of ninety (90) days following the bid deadline.
- 1.06 Right to Reject Any Proposal.** HACSC reserves the right to reject any bid, in whole or in part, that does not meet the requirements of this solicitation, including but not limited to, incomplete proposals and proposals offering conflicting, alternate or non-requested services.
- 1.07 No Obligation to Compensate.** HACSC shall have no obligation to compensate any Proposer for any costs incurred in responding to this solicitation.
- 1.08 Price Firm.** Proposed prices must be firm for ninety (90) days from date of bid.
- 1.09 Equal Opportunity.** HACSC strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to enter into partnerships, or to participate in other business activity in response to this solicitation.
- Section 3 of the Housing and Urban Development Act of 1968 requires HACSC to the greatest extent feasible to provide employment opportunities to the Section 3 residents. Section 3 residents include residents of HACSC communities and other low-income residents of Santa Cruz County.
- 1.10 No Oral Agreement:** No conversation with any officer, employee, agent or consultant of HACSC, either before, during, or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful proposer to any adjustment in the contract time or contract sum whatsoever.

ARTICLE 2 — PROPOSAL PROCESS

- 2.01 Electronic Submittal.** All Proposals submitted in response to this solicitation shall be submitted

in accordance with the direction provided so that HACSC can properly evaluate the offers received. None of the **proposed** services may conflict with any requirement HACSC has published herein or has issued by addendum. Proposals must be submitted electronically via the BidNet Direct procurement system no later than **Monday, November 10, 2025, 5:00pm**. The solicitation number for this procurement is **HACSC-2026-RFP-01**.

2.02 Entry of Proposed Fees/Bid Form. Proposers shall submit their proposed fees electronically included with the proposal response. Unless otherwise stated, the proposed fees are inclusive of all related costs that the successful Proposer will incur to provide the noted services, including but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, travel, and reasonable document copying.

2.03 Pricing of Services or Items. Pricing shall remain fixed throughout the term of the contract.

2.04 Proposal Submission. All proposals must be submitted and received electronically no later than the submittal deadline stated on the BidNet Direct platform, or in any ensuing addendum.

2.05 Submission Conditions. Proposers shall not add, omit, revise, or modify any documents or requirements of HACSC. Any act in violation of this section may invalidate that firm's proposal.

2.06 Submission Responsibilities. Proposers are responsible for staying informed of and abiding by all dates, times, conditions, requirements and specifications set forth within documents posted on BidNet Direct. By virtue of completing, signing and submitting the required documents, the Proposer agrees to comply with the conditions and requirements set forth within those documents. Any Proposer that excludes any requirements without prior written authorization by HACSC may be eliminated from further consideration for award.

2.07 Proposer's Responsibilities – Contact with HACSC. Proposers shall address all communication and correspondence pertaining to this solicitation process only to HACSC's designated staff via BidNet Direct platform. Proposers must not make any inquiry or attempt to communicate with any other HACSC employee or official, including members of the Board of Commissioners, regarding this solicitation. A Proposer's failure to abide by this requirement may be cause for HACSC to eliminate that Proposer's submittal from further consideration.

2.08 Pre-proposal Conference. The date of a scheduled pre-proposal conference, if any, will be published on Bidnet Direct under this solicitation. The pre-proposal conference may be held virtually and is not mandatory pursuant to HUD regulation. The purpose of this conference is to assist prospective Proposers in gaining a full understanding of the solicitation requirements. At the conference, HACSC will conduct a brief overview of the solicitation requirements, including any documents.

2.09 Requests for Clarifications, Objections, and Addendums. All questions, requests for information, and objections must be addressed in writing via the BidNet Direct platform. HACSC shall respond to such inquiries in writing via the BidNet Direct platform. To avoid giving one prospective Proposer an advantage over another during the solicitation process, HACSC will NOT conduct any substantive discussions with a prospective Proposer when other prospective Proposers are not present. HACSC may redirect the asking party back to the solicitation documents where his/her question has already been addressed. Otherwise, HACSC will direct the asking party to submit his/her inquiry via BidNet Direct platform so that HACSC may more fairly respond to all Proposers in writing by addendum. Proposers are responsible for obtaining

and reading all addenda.

2.10 Protest. HACSC will publish a written “Notice of Award” on the BidNet Direct platform. Proposers not selected for award may lodge a written protest. Protests must be submitted in writing and received by HACSC within five (5) business days of issuance of the notice. The protest must state the basis for objection and include sufficient detail for HACSC to evaluate the merits of the protest. Protests must be e-mailed to:

John Fleisher, Controller
C/o Housing Authority of the County of Santa Cruz
2160 41st Avenue, Capitola, CA 95010
JohnF@hacosantacruz.org

Failure to lodge a written protest in accordance with these procedures will constitute the Proposers’ waiver of any legal right to challenge the protest in a court of law.

ARTICLE 3 — PROPOSAL FORMAT

3.01 All proposals submitted in response to this solicitation shall be organized as follows:

NO.	ATTACHMENT NAME
A	Letter of Interest describing the firms DEMONSTRATED EXPERIENCE in performing work of a similar nature to that solicited in this RFP.
B	Brief resume including types of services offered; year founded, number; size and location of offices; and number of employees.
C	Provide a SUMMARY OR OUTLINE of the firms proposed methodology for completing the scope of services as outlined in Exhibit B, Scope of Services .
D	References (3 professional references)
E	Proposed Fee: Proposed hourly rate schedule and/or fixed-fee per service.
F	AVAILABILITY TO BEGIN WORK: Responses should indicate the date by which the firm is available to begin work. Response should be limited to no more than one page.

3.02 Post Award Submittal Requirements. The successful Proposer will be required to submit the following documents within ten (10) days of contract award:

- A. Certificate of Insurance meeting the requirements of **Attachment 3** of the contract
- B. IRS form W-9
- C. ACH Payment Authorization form and voided check

ARTICLE 4 — RFP PROPOSAL EVALUATION

4.01 Evaluation Method.

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness.

1. A responsive Proposer is one that meets the minimum requirements in Article 4.01.B.
2. A responsive Proposer is one who has responded to the RFP in all particulars, without qualification or conditions.

B. Minimum Requirements. A Proposer will be considered “non-responsive” to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not met.

1. Firm members representing HACSC must be admitted to practice and in good standing in the State of California.
2. Familiarity with legal issues that govern assisted housing, including applicable federal and state statutes and regulations.
3. Experience in the areas of i) public sector legal matters involving employment law, benefits and other employment-related issues; ii) administrative hearing law requirements for employment; iii) employment as it relates to federal contracts; and iv) public agency employment procedures and law.
4. Litigation experience.
5. Proof of professional liability insurance
6. Confirmation that the firm consistently runs conflict of interest checks and that the firm is free from potential conflicting interest from business foreseeably conducted by the firm.
7. Compliance with Copeland “Anti-Kickback Act” (18 U.S.C. 276c) as supplemented in U.S. Department of Labor Relations (29 CFR, Part 3) as may be applicable.
8. Knowledge of the U.S. Department of Housing and Urban Development and any applicable California regulations.

4.02 Evaluation Factors. HACSC will evaluate each responsive Proposal it receives based on the factors below. After evaluating the information contained in Proposer’s submittal documentation, HACSC will award points for each listed factor.

Non-price factors for selection –Consultant(s) with experience providing services in California to public housing authorities, public entities, and affordable housing developers are highly preferred.

A Proposer’s failure to address the criteria below within their proposal will result in lower scoring and may be cause for eliminating the proposal from further consideration:

NO	FACTOR DESCRIPTION	Points
1	The EFFECTIVENESS of the proposal SUMMARY OR OUTLINE as it relates to the CORE SCOPE OF SERVICES .	30
2	The Proposer’s DEMONSTRATED EXPERIENCE in performing work indicated in the CORE SERVICES in Exhibit B and the Proposer’s DEMONSTRATED SUCCESSFUL PAST PERFORMANCE of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.	30
3	The Proposer’s AVAILABILITY to begin work immediately following the contract award and overall ability to perform scope of services according to this RFP.	20

4	The PROPOSED COSTS the Proposer intends to charge HACSC.	15
5	The OVERALL COMPLETION of the PROPOSAL SUBMITTED , based upon the submission requirements.	5

4.03 Evaluation Committee. If an evaluation committee is appointed, the identity of evaluation committee members shall remain anonymous at all times during and after the RFP process. If a Proposer does become aware of the identity of any committee member, Proposer shall not make any attempt to contact or discuss anything related to this RFP with such person. Failure to abide by this requirement may cause a Proposer to be eliminated from consideration for award.

A. **Restrictions.** All persons having familial (including in-laws) or employment relationships, whether past or current, with principals or employees of a Proposer entity will be excluded from participating on HACSC’s evaluation committee. Similarly, all persons having an ownership interest in or a contract with a Proposer entity will be excluded.

B. **Evaluation.** The appointed evaluation committee shall evaluate the proposals submitted for all evaluation factors. Upon completion of the evaluation process, the evaluation committee will forward the completed evaluations to the HACSC Procurement Representative.

4.04 Potential “Competitive Range” or “Best and Finals” Negotiations. In accordance with Sections 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, HACSC reserves the right to conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

4.05 Determination of Top-ranked Proposer. HACSC intends to select the successful Proposer pursuant to a “Best Value” basis, not a “Lowest Proposal” basis. “Best Value” indicates that HACSC will consider factors other than cost alone in making the award decision.

4.06 Notice of Award. HACSC shall post a “Notice of Award” on HACSC’s website on the Vendors & Contracts webpage and the BidNet Direct platform. The notice shall identify which Proposer HACSC is recommending for award to the Board of Commissioners for their approval. The notice shall be posted at least five (5) business days prior to any meeting of the Board of Directors and/or Board of Commissioners.

4.07 Proposals as Public Records. All proposals submitted in response to this RFP are public records and available for inspection and photocopying upon written request, but only if the solicitation results in a contract award or if all proposals are rejected.

ARTICLE 5 — RFP CONTRACT AWARD

5.01 Contract Form. HACSC will only execute contracts on HACSC’s standard contract form, which HACSC reserves the right to amend as it deems necessary. By submitting a proposal, the successful Proposer agrees to execute HACSC’s contract, without qualification or exception.

5.02 HUD Forms. HACSC has no legal right or ability to, and will not, negotiate any clauses contained within any of the HUD forms included as a part of this RFP. By submitting a proposal, Proposers agree to execute the HUD forms included as part of the RFP, without qualification or exception.

ARTICLE 6 — RIGHT TO NEGOTIATE FINAL FEES

- 6.01** HACSC retains the right to negotiate final fees. Negotiations shall begin after HACSC has chosen a top-rated Proposer.
- 6.02** If in the opinion of HACSC, negotiations are not successfully concluded in a reasonable amount of time, HACSC retains the right to end such negotiations and to begin negotiations with the next-rated Proposer.
- 6.03** HACSC retains the right to negotiate with and make an award to more than one Proposer.

ARTICLE 7 — SUMMARY OF EXHIBITS

NO.	EXHIBIT NAME
A	Request for Proposals Instructions (<i>this document</i>)
B	Scope of Services
C	Proposed Fee Form
D	Sample Contract
	Attachment 1 – Scope of Services
	Attachment 2 – Compensation

EXHIBIT B

SCOPE OF SERVICES

HACSC is soliciting proposals from a qualified attorney or law firm to provide on-demand Human Resources (HR) legal services which include but are not limited to:

- Represent HACSC in any judicial, administrative, and summary proceedings involving the litigation of a claim or dispute regarding HR and employment law matters.
- Provide opinion on labor-related subjects, such as connection with the application of existing, proposed and new legislation or regulation and provide advice in connection with miscellaneous employment law matters.
- Proactively inform HACSC of new labor and employment law updates, trends and practices that may impact HACSC.
- Conduct legal research and draft legal memoranda and opinion of counsel when requested.
- Assist in policy and procedure development and revisions of personnel policy and procedures.
- Advice on policy, procedures and legal matters related to wage and hour laws, leaves of absence, hiring practices and decisions, due process, privacy rights, employee benefit programs, and retirement programs.
- Advise on employment insurance policy terms, condition and options, recommend sufficient employment risk mitigation coverage, and effectively negotiate with insurers to defend claim if/when insurer disputes coverage.
- Provide guidance on Workers Compensation, Unemployment, and Temporary Disability insurance.
- Possess a thorough understanding of the ADA and Section 504 and advise HACSC as need on reasonable accommodations requests as necessary.
- Review, investigate, advise and respond to applicable personnel-related complaints
- Provide guidance on conflict of interest, free speech, open meeting laws, political activities, and workplace safety.
- Conduct specialized training to HACSC management, staff, and Board of Commissioners as needed on a range of topics that include HR practices, disciplinary procedures, harassment, code of conduct, and other applicable employment law matters.
- Retain files for the duration of the contract for a period of seven years and provide copies to HACSC, if requested.

EXHIBIT C
PROPOSED FEE FORM

EXHIBIT D
SAMPLE CONTRACT

**AGREEMENT FOR SERVICES
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
AND _____**

This Agreement, for reference dated _____, is entered into by and between the Housing Authority of the County of Santa Cruz, a public agency formed under the laws of the state of California (**HACSC**) and _____(**Consultant**).

RECITALS

WHEREAS, HACSC solicited quotes or proposals from qualified Consultants to provide _____ services; and

WHEREAS, Consultant submitted a quote or proposal and represented itself and proposed staff to have the required qualifications and experience to provide the required services, and based on these representations, HACSC selected Consultant to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Agreement Documents.

The documents forming the entire Agreement between HACSC and Consultant shall consist of this Agreement including:

Attachment 1 – Scope of Services
Attachment 2 – Compensation

This Agreement and the Attachments set forth above, contain all of the agreements, representations and understandings of the Parties, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any quotes, proposals, or other forms exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties.

2. Term of Agreement.

The term of this Agreement commences upon full execution by the parties as indicated on the signature page (**Effective Date**) and continues for a period of _ years (**Initial Term**), unless terminated earlier in accordance with this Agreement. HACSC, at its sole discretion, holds the option to extend the term for up to _ additional one-year periods.

3. Scope of Services and Schedule of Performance.

Consultant shall perform Services specified in **Attachment 1** within the time stated in Attachment 1, entitled "Scope of Services and Schedule of Performance." Time is of the essence in this Agreement.

4. Maximum Compensation.

The maximum compensation limit of this agreement is (**Written amount**) _____ (**\$xxx,xxx.xx**), which includes the sum of all payments authorized for services, and for the expenses, supplies and equipment required to perform the services.

Consultant is responsible for not exceeding this maximum compensation limit and understands that the Consultant will not be entitled to any additional compensation under this Agreement.

5. Contract Manager.

HACSC's Contract Manager shall be [Insert name], [Insert Title], who shall be responsible for authorizing services, receiving reports, and for the general administration of this Agreement.

6. Independent Contractor.

It is understood and agreed that Consultant, in the performance of the work and Services agreed to be performed by the Consultant, shall act as and be an independent contractor and not an agent or employee of HACSC; and as an independent contractor, Consultant shall obtain no rights or other employee benefits, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Assignability.

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of HACSC, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

8. Termination.

- a. Termination for Convenience. HACSC shall have the right to terminate this Agreement, without cause or penalty, by giving not less than fifteen (15) days' prior written notice to the other party.
- b. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, HACSC may terminate this Agreement immediately upon written notice to Consultant.
- c. Upon termination, each party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to HACSC all HACSC Information or Material which Consultant has in its possession.
- d. Consultant will be paid for services performed to the date of termination which are acceptable to the Project Manager and performed in accordance with the standards set forth here by applying Consultant's hourly billing rates, not to exceed the maximum compensation limit in Section 4.

9. Confidentiality of Records.

- a. Intent. The nature of the services Consultant will provide pursuant to this Agreement necessarily involves disclosure to Consultant of detailed information about HACSC's operations, including information which may be protected from public disclosure by confidentiality laws, the Consultant client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. Consultant understands that, in order for the HACSC to fully utilize Consultant services, HACSC staff members providing information to Consultant must feel confident that such information will be handled properly.

- b. Release of Information. Consultant may not disclose information obtained by Consultant in the course of performing the services required by this Agreement, without the specific consent of the HACSC Representative unless specifically permitted by this provision. Draft documents and information obtained by Consultant may be provided on a need to know basis only to persons authorized by law or regulation to receive it, to HACSC's General Counsel, and to such HACSC directors who may have a business need to know in order to provide necessary information to the Consultant required for completion of its services.
- c. Court Orders. In the event that Consultant receives a subpoena, court order, or other legal document requiring release of information or documents, or is informed that such an order is forthcoming, Consultant will immediately provide notice to the HACSC's Representative in order to permit HACSC to seek a protective order or other similar order if appropriate.
- d. Use of Information. Information obtained and/or prepared by Consultant in the course of performing services for HACSC shall be work product which is the property of the HACSC. Should there be a request by any other party for the provision of such information; the determination of whether such documents or information should be provided to the requester shall be made by HACSC.

10. Indemnification.

The Consultant shall indemnify, defend, and hold harmless HACSC and its officers, agents, affiliates and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees or sub-consultants, excepting only loss, injury or damage caused by the negligence or misconduct of personnel employed by the indemnified parties. The Consultant shall reimburse HACSC for all costs, Consultants' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless HACSC under this Agreement.

11. Insurance Requirements.

Without limiting the Consultant's indemnification of HACSC, the Consultant shall provide and maintain sufficient insurance policies at its own expense during the term of this Agreement.

Before commencing work, the Contractor and each subcontractor shall furnish HACSC with certificates of insurance showing the following insurance is in force and listing HACSC as a loss payee in the event of a claim.

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment,
- (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (4) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

12. Nondiscrimination.

Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

13. Governing Law.

HACSC and Consultant agree that the law governing this Agreement shall be that of the State of California.

14. Compliance with Laws.

Consultant shall comply with all applicable laws, and regulations of the federal, state and local governments.

15. Waiver.

Consultant agrees that waiver by HACSC of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by HACSC of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

16. Consultant's Books and Records.

- a. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period as required by law, from the date of termination or completion of this Agreement.
- b. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to HACSC, at any time during regular business hours, upon written request by HACSC. Copies of such documents shall be provided to HACSC for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- c. Where HACSC has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, HACSC may, by written request, require that custody of the records be given to HACSC and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

17. Conflict of Interest.

Consultant understands and agrees that it owes a duty of loyalty to HACSC for which it performs services hereunder. In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or

otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest.

18. Gifts.

Consultant is familiar with State law prohibitions against the acceptance of any gift by HACSC and/or HACSC's employees. In addition, HACSC Personnel Policies prohibit an employee's personal acceptance of a gift.

19. Standard of Care.

Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty and profession in the State of California.

20. Notices.

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served, mailed (or electronic mail), postage prepaid and return receipt requested, addressed to the respective parties as follows:

To HACSC:

Housing Authority of the County of Santa Cruz
Attn: Jenny Panetta, Executive Director
2160 41st Avenue
Capitola, CA 95010
(831) 454-5923

jennyp@hacosantacruz.org

Invoices to accounting@hacosantacruz.org

To Consultant:

[Insert Consultant name, address, contact number, and email]

21. Prior Agreements and Amendments.

This Agreement, including all Attachments, represents the entire understanding of the parties. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. The HACSC's Authorized Representative is authorized to amend this Agreement on behalf of HACSC.

WITNESS THE EXECUTION HEREOF the parties hereto have executed this Agreement on the day and year indicated below.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

[Insert Contractor company name]

By: _____

By: _____

Jennifer Panetta
Executive Director

Name:
Title:

Date: _____

Date: _____

EXAMPLE

ATTACHMENT 1
SCOPE OF SERVICES

The following Scope of Services outlines _____ Services provided to the Housing Authority of the County of Santa Cruz (**HACSC**).

Consultant shall:

EXAMPLE

ATTACHMENT 2
COMPENSATION

Consultant shall provide _____ Services to HACSC at the following rates:

EXAMPLE