

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
[ADD description as desired]**

THIS AGREEMENT (“Agreement”) is entered into as of _____, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California (“TCAG”), and _____, [INSERT TYPE OF ENTITY, e.g., a California or other state corporation, an LLC, etc.] (“CONTRACTOR”). TCAG and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

A. WHEREAS, ...; and

B. WHEREAS, ...; and

C. WHEREAS, ...

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of _____ and expires at 11:59 PM on _____ unless earlier terminated as provided below, or unless granted a one-year time extension, for up to three years, based upon written consent by both parties, without the need for TCAG Board approval.
2. **SERVICES:** See attached **Exhibit(s) A, A-1, A-2, . . .**
3. **PAYMENT FOR SERVICES & BUDGET:** See attached **Exhibit(s) B, B-1, B-2, . . .**

Payment to contractor will be made upon successful completion of specific work orders as invoiced by the consultant with a 10% retention withheld. Retention will be released at the completion of all tasks. Pre-award expenses shall not be allowed. Cash advances will not be available.

TCAG may request at any time, amendments to this contract and will notify the CONTRACTOR in writing regarding changes. Upon a minimum of ten (10) days’ notice, the CONTRACTOR shall determine the impact on both time and compensation of such changes and notify TCAG in writing. Upon agreement between TCAG and CONTRACTOR as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendment shall be valid effective the date of the amending document.

4. **INSURANCE:** Before approval of this Agreement by TCAG, CONTRACTOR must file with the Clerk of the Board of Governors of TCAG evidence of the required insurance as set forth in the attached **Exhibit C**.
5. **SCHEDULE & DELIVERABLES:** See attached **Exhibit D**.
6. **PROJECT STAFF:** [Insert Project Manager] shall be the Principal in Charge and the Project Manager performing the service under this Agreement. The Project Manager shall not be replaced without prior written approval from the Executive Director of TCAG. Additional project staff are included in **Exhibit E**.

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7. GENERAL AGREEMENT TERMS AND CONDITIONS: TCAG'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. TCAG'S "General Agreement Terms and Conditions" can be viewed at **[insert permanent url here]**

8. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit ___	Additional terms and conditions for all federally-funded contracts. This Exhibit can be viewed at [insert url] .
<input type="checkbox"/>	Exhibit ___	Additional terms and conditions specific to Federal Transit Administration (FTA)-funded contracts. This Exhibit can be viewed at [insert url]
<input type="checkbox"/>	Exhibit ___	Disadvantaged Business Enterprise (DBE) Participation
<input type="checkbox"/>	Exhibit ___	[Insert name of any other exhibit needed and attach- Ex: DBE Certification; add additional lines as necessary]
<input type="checkbox"/>	Exhibit ___	[Insert name of any other exhibit needed and attach- Ex: DBE Certification; add additional lines as necessary]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

TCAG:

Attn: Ted Smalley
210 N. Church Street, Suite B
Visalia, CA 93291
Phone No.: (559) 623-0450
Fax No.: [optional, not sure if you want this]

CONTRACTOR:

[INSERT CONTRACTOR CONTACT INFO]

Phone No.: _____
Fax No.: _____

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

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9. SUBCONTRACTING: If this box is checked , CONTRACTOR has indicated it will utilize subcontractors to provide certain services related to this Agreement. CONTRACTOR has selected the following subcontractors ("Subcontractors") to provide the goods or services related to this Agreement: **[insert subcontractors and elements to be provided (ex: Green Acres, Inc. (Yard Maintenance)); use N/A if not applicable]**. CONTRACTOR will supervise all Subcontractors, and ensure that Subcontractors comply with all applicable laws and regulations. CONTRACTOR will include all applicable provisions of this Agreement in its contracts with Subcontractors, and ensure compliance with those provisions. No other subcontractors shall be utilized without prior written approval from the Executive Director of TCAG.

10. AUTHORITY: CONTRACTOR represents and warrants to TCAG that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that TCAG has relied upon this representation and warranty in entering into this Agreement.

11. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

[INSERT CONTRACTOR'S FORMAL NAME]

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, TCAG policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, TCAG policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Date: _____

By _____

[Name of Chair]

Chairman, Board of Supervisors

ATTEST: Ted Smalley
Executive Director

By _____

Approved as to Form
County Counsel

By _____
Deputy, Matter # _____