

**AGREEMENT
For
SERVICE OF PROCESS**

I. INTRODUCTION

THIS AGREEMENT is entered into effective July 1, 2011 between the COUNTY OF TULARE, referred to as COUNTY, and DAVID KILGORE, a sole proprietor, d.b.a. ACTION SERV, referred to as CONTRACTOR, with reference to the following:

II. RECITALS

- A. Whereas, COUNTY needs services in the general area of Service of Process; and
- B. Whereas, CONTRACTOR is willing to provide those services on the terms and conditions set forth herein;

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

- 1. **TERM:** This Agreement shall become effective on the date set forth above. This agreement shall expire at 11:59 PM on June 30, 2012 unless terminated earlier as provided in this agreement. This agreement may be extended for two (2) one year periods by mutual consent of the parties.
- 2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**
- 3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**.

IV. GENERAL TERMS

4. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be

prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. INSURANCE: Prior to approval of this Agreement by the COUNTY, CONTRACTOR shall file with the submitting department evidence of required insurance as set forth in EXHIBIT C attached. Insurance policies shall not be used to limit CONTRACTOR's liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against

COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. TERMINATION:

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE-542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

With A Copy To:

**Tulare County Department of
Child Support Services
8040 W. Doe Avenue
Visalia, CA 93291**

**Tulare County
Board of Supervisors
2800 W. Burrell Ave.
Visalia, CA 93291**

**Phone No.: (559) 713-5781
Fax No.: (559) 651-2987**

**(559) 636-4950
(559) 737-4319**

CONTRACTOR:

**Action Serv
David A. Kilgore
4025 W. Sweet Ct.
Visalia, CA 93291
Mailing address:
PO Box 7656
Visalia, CA 93230**

**Phone No.: (559) 741-0233
Fax No.: (559) 741-0239**

(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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement

may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

16. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

17. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

18. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

22. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this

Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

24. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

25. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

///

///

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

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

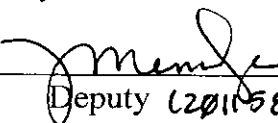
By _____
Deputy Clerk

CONTRACTOR

Date: 5-11-11

By 
OWNER

Approved as to Form
County Counsel

By 
Deputy (2011584)

Date 05/11/11

EXHIBIT A

SEVICES TO BE PERFORMED

Definitions:

County: Tulare County Child Support Services

Contractor: Action Serv located at 4025 W. Sweet Ct, Visalia, CA 93291, mailing address: P.O. Box 7656, Visalia, CA 93230-7656

Service Packet: One service package consists of the following including but not limited to: Summons and Complaint, Income and Expense Declaration, Health Insurance Form, Answer to Governmental Complaint and Child Support Handbook, and other documents as required by the Court.

Proof of Service: is a document that states the facts in regards to service. It also contains the diligence which is supporting facts of the service.

Scope of Work:

Contractor shall provide Civil and Legal Process Service, including but not limited to documents entitled: Summons and Complaint; Summons and Petition; Order to Show Cause in Re Contempt; Registration of Foreign Support Order; Subpoenas; Expedited Process; Judgment Debtor Exam, Judgment; Court Order after Hearing; Wage Assignments; Guardian Ad Litem; Plaintiff's Claim and Order of Defendant; Court Order to Appear for Financial Evaluation; Notice of Hearing; Petition for Order of Payment of Costs; Instructions for Court; etc.

Services shall meet all legal requirements for the service of process. The following code sections pertaining to County are relevant to this Contract. Some are included for informational purposes only; and some are set forth requirements that must be adhered to by Contractor. This list is presented as a guide for Contractor and is not to be considered by Contractor as all-inclusive:

| | |
|-------------------------------|---|
| Penal Code | 243.6,470 |
| Business and Professions Code | 22350-22360 |
| Military and Veterans' Code | 390 |
| Code of Civil Procedure | 262.2,412.10-0417.40,487.020,680.330, 687.040, 687.050, 706.108, 708.120, 715.040,1011,1013,1013a, 1018, 1073, 1987, 2020(f) |
| Welfare and Institutions Code | 903,903.1,903.45 |

Contractor shall perform services of process to all counties within California and throughout the United States as needed.

I. Contractor Requirements:

1. Contractor and its employees must be experienced, professional, registered, bonded and insured California (or local jurisdiction) and possess all valid licenses and insurance (s) required. Contractor shall maintain a file of required insurance, licenses and credentials for business entity and for all subject employees which is current at all times and accessible to County for inspection.
2. Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.
3. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation or reference checks. *(Background investigations and reference checks shall be completed by Contractor at Contractor's expense. Background checks done as part of the process server licensing requirements will be acceptable.)*
4. Any Contractor employee or agent who drives a vehicle in performance of this Contract shall have a valid California Driver's License for that vehicle class.
5. Contractor shall provide, at its own expense, all labor, materials, equipment, insurance coverage, vehicles, permits, and licenses (where applicable) to provide services specified at the prices quoted.
6. Contractor must secure confidentiality and integrity for all County's documents. No information concerning parties or persons named in such documents will be released except as necessary in the performance of Contractor's duties and as necessary to effect service.
7. Contractor shall have the capability to communicate via e-mail and provide a toll-free number for County's day-to-day operations communication with Contractor.
8. Comply with all Rules of the Court.
9. Contractor may be required to establish a Child Support Enforcement (CSE) compliant computer system readily available at time of submittal of proposal suitable to provide data transfers pursuant to protocol established between County and Contractor (Electronic Data Interface).
10. In the event of a change of law that reduces the time permitted for service of process, Contractor agrees to serve documents as required under the new law.
11. All subcontractors working under this Contract for Contractor shall be subject to the same terms and conditions applicable to Contractor under this Contract, and Contractor shall be liable for the subcontractor's acts and acts of omissions.

II. Service Package Pickup

1. Contractor shall pick up, in person or through electronic interface, "Service Package" consisting of documents for service with subject identity and location sheet from County at 8040 W. Doe Avenue, Visalia, CA. Pick up will be daily at times mutually agreed upon by County and Contractor.
2. Documents picked up from County must be picked up and transported in a container, at all times.

3. Contractor shall provide County with confirmation of the documents received daily.
4. Pickup schedule shall be subject to change as dictated by the needs of County. Specific times for pickup and delivery at each address will be designated, in writing, prior to Contract commencement date and may be amended in writing as agreed between County and Contractor.
5. Contractor shall not pickup and deliver Service Packages to County on County recognized holidays. This does not preclude Contractor from servicing process on these holidays. Contractor will be provided with a list of County holidays.
6. Contractor may on occasion be required to make copies of documents.
7. Arrangements for special time frames or special handling of individual cases will be coordinated by County's Project Manager and Contractor Project Manager.

II. Additional Services

1. Priority Process Services:

Documents requiring service in fourteen calendar days or less are deemed "priority" documents. Proof of Service shall be returned to County by the date specified on the service instructions. Contractor shall provide "priority service" at the contracted "priority service" price. "Priority" documents will be picked up/transmitted daily or may be faxed directly to Contractor. Contractor will attempt service within twenty-four (24) hours thereafter.

2. Investigative Services:

Contractor may be required to investigate certain cases that may include but not limited to stake-outs, in-field locate services, and surveillance. For those instances County will compensate Contractor on an hourly rate. Contractor shall obtain prior approval from County Project Manager prior to providing Investigative Services.

IV. Attempts to Serve Process

1. Contractor shall maximize successful process service, including attempts at different times of day or night and different days of the week. Attempted services shall be performed in a manner that, if described by others, could not be considered harassment.
2. Service shall consist of personal service (i.e. delivery by hand to named person(s)) or substitute service.
3. Some documents may require personal service. For those documents, substitute service will not be acceptable. Where substitute service is authorized, Contractor shall comply with reasonable diligence requirements (California Code of Civil Procedure (CCP) 415.20) before proceeding with substitute service. For every substitute service, Contractor shall comply with all formal requirements, including, but not limited to: (a) mailing a copy of the papers served, through the U. S. Postal Service (U.S.P.S.) to the address where papers were substituted served, Contractor shall comply within then (10) days of substitute service; and (b) completing the Proof of Service, Declaration of

Due Diligence and Affidavit of Mailing.

4. For Service Package containing a business and home/residence address for individual to be served, Contractor may sub-serve business address after three (3) attempts have been made at home/residence address as set forth herein:

A. Residence Address and/or Business Address

1. Contractor shall make three (3) attempts and meet due diligence requirements prior to substitute service. Due diligence requirements include at least one (1) attempted service prior to 7:00 a.m., at least one (1) attempted service after 5:00 p.m., and at least one (1) attempted service between the hours of 8:00 a.m. and 5:00 p.m. For Service Packages with only a business address, Contractor may make substitute service on the first (1st) attempt, only if business will not allow Contractor to perform a personal service. In this instance, Contractor may make substituted service on first (1st) attempt and is not required to conform to due diligence requirements related to residence address.
2. Contractor shall make first (1st) service attempt with two (2) business days of receipt of Service Package and shall continue attempts until: (a) documents are served in prescribed manner; (b) time for service has expired, or (c) Contractor has determined that further attempts at service address supplied by County or obtained by Contractor would be futile. Contractor shall provide an updated status report every thirty (30) days for documents where service attempts are still being made.

V. Non-Service

1. Contractor shall provide County with a declaration of attempts on all non-serves. Each service attempt with all pertinent information documented, including the time, date, and place (home or business address), where attempt was made.
2. Contractor shall provide phone calls, names of individuals contacted or any other information that documents the unsuccessful attempt.

VI. In Field Locate Services on Bad Addresses:

1. Contractor shall assist, as needed, in the address location search. If Contractor locates and effectively serves a subject at an address different than the address provided by County, Contractor shall provide complete documentation as to how the address was obtained and such documentation shall accompany a Proof of Service.

VII. Proof of Service and Delivery to County

1. Contractor shall fully document all attempts, whether or not successful service occurs. Documentation shall include date, time, place and manner in which a party was located, and any other pertinent information. Contractor shall return documentation to County with all other documents at the time of completion for

each case.

2. Within five (5) business days of termination attempts at service, Contractor shall, return the unserved documents to County, or, within five (5) business days of successful service, provide to County, Proof of Service (and Declaration of Due Diligence for substituted service). County shall file completed Returns of Service with the appropriate court.
3. Contractor shall have a mechanism of reporting real-time status of each outstanding case to County from the time Contractor has County documents in its possession. Status shall be reported in a format agreeable to County. Status shall be available within five (5) days of Contractor picking up documents, in a format agreeable to County.
4. Contractor shall keep a record of all Service Packages, served and un-served, for a minimum of three (3) years.
5. County account number for each individual/defendant shall appear on all Contractor forms. Proofs of Service, reports, invoice(s), and all other correspondence regarding requested case.
6. Whenever possible, Contractor shall obtain signatures and other proof of identity for all served individuals' as part of County Service Package.
7. Documents to be served to an unemancipated minor shall be served on, and signed by, minor's legal guardian.
8. In event that a party served pursuant to this Contract denies having been served, Contractor shall at no additional cost to County, have process server or other competent witness available to: (a) testify at court hearings or depositions without need for subpoena duces tecum.
9. Documents shall be hand delivered to the County.
10. Proof of Service format has to conform to the Judicial Council Forms.
11. Contractor must verify proof of service for accuracy and compliance prior to forwarding to County.

VIII. Quality Assurance Requirements

1. Contractor must maintain a log, database, or other records to track individual cases. Such records will be maintained for a period of three (3) years.
2. Contractor must tightly control time intervals of when legal papers are picked up from County, when process is served and when forms are returned to County.
3. Contractor must maintain and provide access to database with real-time case status information for child support cases shall include up-to-date status on individual cases, including but not limited to, the date each Service Package was received, date(s) of attempted service, service results, and type of service performed, (i.e., personal service or substituted service). Contractor will be expected to provide a continually updated database to County and train staff on the tracking and status process utilized by Contractor.

IX. Quality Control Requirements and Reports

- A. Contractor shall maintain a quality control process that shall consist of actual field and/or telephone verification of an agreed upon percentage of randomly selected cases. Contractor shall provide County with a log of the results of this quality control process.
- B. Any unusual patterns of service or irregularities in service shall be reported to County.
- C. Contractor shall provide a monthly report, in a format to be agreed upon, that lists serves by process server, broken down by personal and substitute services, listing the unsuccessful attempts at service and the reasons the attempts were unsuccessful.

X. Funding Source Requirements

The State of California Department of Child Support Services serves as the funding source for County. Changes to child support processes may be mandated by the state requiring modification to this Contract during the course of the Contract's period. Contractor shall be required to comply with all mandated changes.

EXHIBIT B

PAYMENT FOR SERVICES

1. Compensation: This is a standard rate Contract between County and Contractor for Legal Process Services as provided in the Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonable unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks, connected with the services, and for performance by Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with General Terms and Conditions.
2. Contractor's Expense: Contractor will be responsible for all costs related to photo copying, telephone communication, fax communications, and parking while on County sites during the performance of work and services under this Contract.
3. Payment Terms: Invoices are to be submitted monthly and in arrears to the address specified below. Contractor shall reference Contract number on invoice. Payment will be net 30 calendar days after receipt of an invoice in a format acceptable to the County of Tulare and verified and approved by the agency/department and subject routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Tulare for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirement.

Payments made by the County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. Payment/Invoicing Instructions: Contractor will provide an invoice on Contractor's letterhead for services rendered. Based on the large volume of services Contractor shall provide a monthly invoice that includes all the services completed for that month. Each invoice will have a number and will include the following information:
 1. Contractor's name and address
 2. Contractor's remittance address
 3. Name of County agency/department
 4. Contract number
 5. Each individual service completed

Each service listed on the invoice must include the following information:

1. Case Number/Name of Person Served
2. Date Person Served
3. Description of Service & Cost of Service in accordance to County Pricing Schedule
4. Total

Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

Tulare County Department of Child Support Services
8040 W. Doe Avenue
Visalia, CA 93291

5. Payment Schedule:

Contractor agrees to accept the specified compensation, as set forth herein in this Contract, as full remuneration for performing all services and furnishing all staffing and materials required. This fee shall include all services and incidentals, including but not limited to, insurance, reports, and postage unless itemized under additional charges.

| A. Standard Service (one flat fee) | Successful Service (Personal Serve/Substitute Service) | Non-Service (Bad Address or unable to locate or sub-serve individual) | Locate Service (In field locate to verify a bad address) |
|--|---|--|---|
| 1. Within Tulare County (throughout County of Tulare) | \$24 | No Fee | \$5 |
| 2. Three Surrounding Counties (Kern, Kings, Fresno) | \$24 | No Fee | \$5 |
| 3. All other California Counties (Anything not listed above) | \$60 | \$45 | \$45 |
| 4. National (States outside California) | \$74 | \$74 | \$74 |
| 5. Priority Service Tulare County (throughout County of Tulare) | \$44 | \$20 | \$25 |
| 6. Priority Service for the Three Surrounding Counties (Kern, King, Fresno) | \$44 | \$20 | \$25 |
| 7. Priority Service for Outside Tulare, Kern, King, Fresno counties inside California | \$80 | \$65 | |
| 8. Priority Service for Outside the State of California | \$148 | \$148 | |
| 9. Investigative Services | \$100/hour | | |

6. Maximum for Year:

The total Contract Amount for fiscal year 2011-2012 shall not exceed \$200,000.00.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$ 1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$ 1,000,000.

B. Specific Provisions of the Certificate

The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must meet the following requirements:

- a. *Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation: a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.