

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office-Risk Management Div

BOARD AGENDA # \*B-6

Urgent  Routine

AGENDA DATE January 12, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of an Amendment to the Stanislaus County Consulting Services Agreement between Stanislaus County and Americh Massena & Associates, Inc

STAFF RECOMMENDATIONS:

Approve the amendment and authorize the General Services Agency Director to sign the amendment and future revisions to the Scope of Services as necessary.

FISCAL IMPACT:

This consulting services agreement supports the Deferred Compensation Committee in making decisions regarding the administration of the Stanislaus County Deferred Compensation Plan and is funded through the Internal Service Fund, Purchased Insurance Budget. Funds in the amount of \$14,250 are available for the second half of Fiscal Year 2009 - 2010. Funding for future years of this agreement will be budgeted on an annual basis. All costs for Deferred Compensation Consulting Services will continue to be reimbursed through the Administrative Services Agreement with The Hartford.

BOARD ACTION AS FOLLOWS:

No. 2010-012

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Amendment to the Stanislaus County Consulting Services Agreement between Stanislaus County and Arnerich Massena & Associates, Inc

Discussion:

The County Deferred Compensation Committee, appointed by the Chief Executive Officer, is responsible for administering the County's Deferred Compensation Plan. Presently, the Committee is comprised of the following members:

- John Doering - County Counsel
- David L. Dolenar - Deputy Executive Officer
- Monica Nino - Assistant Executive Officer
- Donna Riley - GSA Business Manager
- Stephen Smith - Assistant Auditor Controller
- Peggy Dominguez - Secretary

In 2007, the Stanislaus County CEO-Risk Management Division underwent a Request for Proposal for consulting services to support the County Deferred Compensation Committee. Upon review of the proposals and interviews, the Committee selected the firm of Arnerich Massena & Associates, Inc., an Oregon corporation and a registered investment advisor for a one year term beginning January, 2008 at a cost not to exceed \$35,000. An agreement for a second year was entered into effective January 1, 2009 through December 31, 2009 at a cost not to exceed \$30,000.

Upon review of the consultant's work and activities the prior two years, the Deferred Compensation Committee directed that a long term agreement be negotiated and extended over a period consistent with the County's fiscal year for budgeting purposes. The term of this agreement is for three and one-half years, beginning January 1, 2010 through June 30, 2013. The cost for this agreement is \$104,750 broken out by fiscal year as follows;

- 01/01/10 to 06/30/10 - \$14,250
- 07/01/10 to 06/30/11 - \$28,500
- 07/01/11 to 06/30/12 - \$30,000
- 07/01-12 to 06/30/13 - \$32,000
- Total - \$104,750

The total cost of the agreement with Arnerich Massena & Associates, Inc. since the inception of the deferred compensation consulting services in January of 2008 through June 30, 2013 is \$169,750. This is an average cost of \$30,864 per fiscal year. All of these costs are reimbursed to the County by The Hartford.

Approval of an Amendment to the Stanislaus County Consulting Services Agreement between Stanislaus County and Arnerich Massena & Associates, Inc

Scope of Services:

Following are services the consultant provides to the Deferred Compensation Committee:

- Provides periodic Plan and Investment reviews, not limited to broad range investment risk and potential reward savings programs.
- Assists the Deferred Compensation Committee by evaluating investment funds in each portfolio.
- Provides the Committee with reports of investment funds to determine if they meet the minimum standards of investment performance as outlined in the Stanislaus County Deferred Compensation Plan Investment Policy and Procedures Statement.
- Monitors and evaluates the Plan Providers regarding the provision to the County of ongoing investment services.
- Assists the County from time to time in selecting new plan providers subject to mutually agreeable terms and pricing.
- Reviews and recommends changes to the Stanislaus County Deferred Compensation Plan Investment Policy and Procedures Statement as required.
- Evaluates and appries the Committee of any legislative changes affecting deferred compensation and the retirement planning market place.
- Attends meetings with the Committee and is available for consultation by telephone or e-mail.

The Deferred Compensation Committee recommends that consultant services from Arnerich Massena & Associates, Inc. be continued through June 30, 2013.

Policy Issues:

The Board of Supervisors should determine if the recommended action supports the Board's priority of Efficient delivery of public services.

Staffing Impact:

There is no impact on staffing resulting from the terms of this agreement. The consultant will assist the Deferred Compensation Committee and the staff in the CEO-Risk Management Division to continue to monitor and administer the County Deferred Compensation Plan.

**AMENDMENT NO. 1**  
to  
**STANISLAUS COUNTY CONSULTING SERVICES AGREEMENT**

Pursuant to Paragraphs 5.2 and 5.3 of the Stanislaus County Consulting Services Agreement dated January 1, 2009 (the "Agreement"), the County of Stanislaus ("Client") and Arnerich Massena & Associates, Inc. ("Consultant") hereby extend the term of the agreement on the following terms:

1. The parties agree to extend the term of the Agreement for one 6-month period so that the contract period coincides with the Client's fiscal year, and for three one-year periods thereafter, ending on June 30, 2013.

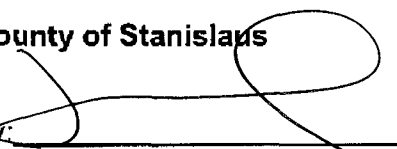
2. Section 2 of the Agreement is amended to adjust compensation for the extended contract periods as shown below:

<u>Amount</u>	<u>Period</u>
\$14,250.00	January 1, 2010 – June 30, 2010
\$28,500.00	July 1, 2010 – June 30, 2011
\$30,000.00	Jul. 1, 2011 – Jun. 30, 2012
\$32,000.00	Jul. 1, 2012 – Jun. 30, 2013

3. The effective date of this Amendment is January 1, 2010. All other terms and conditions of the Agreement shall remain the same.

In Witness Whereof, the parties have executed this Amendment No. 1 to the Agreement in duplicate on January 12, 2010.

**County of Stanislaus**

By:   
Julie Mefferd  
Director GSA/Purchasing Agent

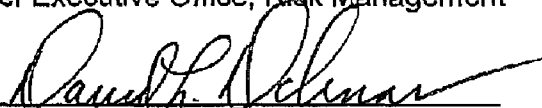
"Client"

**Arnerich Massena & Associates, Inc.**

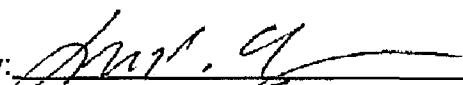
By:   
Ximena Spicer  
Chief Operating Officer

"Consultant"

APPROVED AS TO CONTENT:  
Chief Executive Office, Risk Management

By:   
David L. Dolinar  
Deputy Executive Officer

APPROVED AS TO FORM:

By:   
John P. Doering  
County Counsel

**RECEIVED**

**JAN - 7 2010**

**STANISLAUS COUNTY  
RISK MANAGEMENT**

**STANISLAUS COUNTY  
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT for consulting services is made by and between Arnerich Massena & Associates, Inc., an Oregon corporation and a registered investment adviser ("Consultant") and Stanislaus County ("Client") as of January 1, 2009.

In this Agreement, "you" and "your" refer to Stanislaus County, and "we," "our" and "us" refer to Arnerich Massena & Associates, Inc., its owners, directors, officers and employees. Our engagement is in connection with the employee benefit plans, known as the 457 Deferred Compensation Plan ("Plan").

**SECTION 1 – SERVICES:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Client the services described in the Scope of Work attached as Exhibit A – Agreement Scope of Services at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2009 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 5.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Client, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Client of such desire of Client, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above for Agreement services and to satisfy Consultant's obligations hereunder.

**SECTION 2 – COMPENSATION:**

Client hereby agrees to pay Consultant \$30,000 annually. Client shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Client to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Client in the manner specified herein.

# **Arnerich** **Massena**

& Associates, Inc.

- 2.2 **Payments.** Client shall make quarterly payments of \$7,500 for services satisfactorily performed. Client shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

In no event shall the Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire project, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

## **SECTION 3 – STATUS OF CONSULTANT:**

- 3.1 **Consultant Not an Agent.** Except as Client may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Client in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Client to any obligation whatsoever.

## **SECTION 4 – LEGAL REQUIREMENTS:**

- 4.1 **Governing Law.** This Agreement will be governed and interpreted in accordance with the laws of the State of California (without regard to its conflict-of-law provisions) and applicable federal law.
- 4.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 4.3 **Fiduciary Responsibility.** Consultant acknowledges and agrees that in providing services described in the Agreement Scope of Services, it is acting as a fiduciary in rendering advice to the Client based on the particular needs of the Client as stated herein.
- 4.4 **Legal Proceedings.** Consultant will have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies.
- 4.5 **Notices.** We may rely upon any instruction given by you in connection with this Agreement or the Account, whether given orally, by electronic means, or in writing (including facsimile transmissions). Notices to you from us may be oral or in writing. All notices given under this Agreement will be effective immediately if delivered personally or if sent by confirmed facsimile or electronic transmission, three days after mailing with postage prepaid, or one day after deposit for delivery by an overnight delivery service.

## **SECTION 5 – TERMINATION, EXTENSION, AND MODIFICATION:**

- 5.1 **Termination.** The Agreement is terminable upon 30 days' advance written notice from one party to the other. In addition, Client has the right to terminate the Agreement without any penalty within five business days after signing it.

*Investment  
Management  
& Education  
Consultants*

2045 NE Martin Luther King Jr.  
Blvd  
Portland, Oregon 97212  
503-239-0475  
Fax: 503-239-0369

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; Client, however, may condition payment of such compensation upon Consultant delivering to Client any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or Client in connection with this Agreement.

- 5.2 **Contract Extension.** The parties may extend this Agreement for additional terms upon mutual agreement.
- 5.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 5.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Client and Consultant shall survive the termination of this Agreement.

**SECTION 6 – ADDITIONAL CONSULTING AGREEMENT TERMS:**

- 6.1 **Custody of Assets.** Physical custody of the assets in the Plan, including cash and its equivalents, will be maintained by a custodian (the "Custodian") selected by you. You will execute a custody agreement with the Custodian. The Custodian will be solely responsible for settlement of all transactions, receipt and disbursement of funds and other acts necessary for the proper custody of the assets in the Plan. We may rely on reports from the Custodian as to such matters as, but not limited to, settlement of transactions, and the location, description, and amount of assets in the Plan. We will not be liable to you for any act or breach of duty by the Custodian.
- 6.2 **Employer Securities.** If the Plan or Plans are permitted to hold "employer securities" (as defined at ERISA § 407(d)(1)) or real property, we will not have any role or responsibility, either arising from this Agreement or otherwise, to advise you or any other fiduciary with respect to the decision to invest, hold, or dispose of such employer securities or real property. You will indemnify, defend, and hold us harmless from any claim, liability, or expense relating to the employer securities and real property held by the Plan.
- 6.3 **Confidentiality/Proprietary Information.** In connection with the performance of our services under this Agreement, we will hold any confidential information received from you in strict confidence. We will not disclose such information to any third party, except in compliance with our privacy policy, as necessary to perform our services on your behalf, or as required by law. You also agree that you will respect the proprietary nature of our work product, and only disclose our advice, reports and recommendations to others in a manner consistent with the intended purposes of our engagement.

**Arnerich** **M a s s e n a**  
& Associates, Inc.

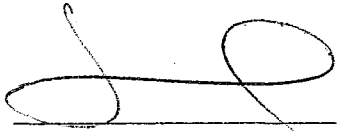
- 6.4 Proxy Voting.** We do not exercise proxy voting authority over client securities. The obligation to vote client proxies at all time rests with you. However, you are not precluded from contacting us for advice or information about a particular proxy vote. However, we will not be deemed to have proxy-voting authority as a result of providing such advice to you.
- Should we inadvertently receive proxy information for a security held in the Plan's account, we will immediately forward such information to you, but we will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, we will make a good faith and reasonable attempt to forward proxy information inadvertently received by us on your behalf to the forwarding address you provide to us.
- 6.5 Risk.** You recognize that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. You represent that we have not made any guarantee, either oral or written, that the Plan's investment objectives will be achieved. We will not be liable for any error in judgment and/or for any investment losses in the absence of our malfeasance, negligence, or violation of applicable law. Nothing in this Agreement will constitute a waiver or limitation of any rights, which you may have under applicable state or federal law, including without limitation state and federal securities laws.
- 6.6 No Third Party Beneficiaries.** This Agreement is for the sole benefit of you and us, and will not be construed as conferring any rights on any third party.
- 6.7 Entire Agreement.** This Agreement states the entire agreement between us with respect to the services described herein and may not be amended except by a written instrument signed by both parties. Any previous written or oral agreements and understandings between the parties with respect to the subject matter hereof are superseded by this Agreement.
- 6.8 Assignment.** No assignment of this Agreement may be made except with your consent.
- 6.9 Acknowledgment of Receipt of Part II Form ADV.** You acknowledge that you have received and had an opportunity to read our Part II of our Form ADV as required by Rule 204-3 of the Investment Advisers Act of 1940.
- 6.10 Acknowledgment of Receipt of Privacy Notice.** You acknowledge that you have received and had an opportunity to read our privacy notice as required by SEC Regulation S-P.



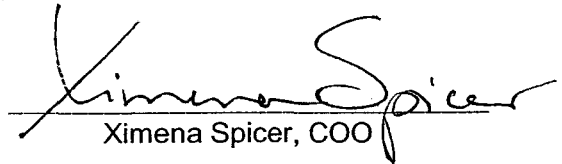
**Arnerich** **Massena**  
& Associates, Inc.

STANISLAUS COUNTY

ARNERICH MASSENA & ASSOCIATES



Name:



Ximena Spicer, COO

Title:

1/26/09  
Date

1/21/09  
Date

**EXHIBIT A**

**AGREEMENT SCOPE OF SERVICES**

The following services will be performed by the Consultant at the direction of the Client staff.

1. Consultant will provide periodic Plan and investment reviews, such as, but not limited to, broad range investment risk and potential reward savings programs for County's Deferred Compensation Plans as set forth in Request for Proposal 07-30-CB (the "RFP") and in the Consultant's proposal submitted in response to the RFP (the "Proposal"), both of which are incorporated in the original agreement with the Consultant dated January 1, 2008 for reference.
2. Consultant will assist the Deferred Compensation Committee by evaluating investment funds in each portfolio by comparing the performance to other investment instruments in the market, such as investment options and alternatives.
3. Consultant will provide the Committee with reports of investment funds to determine if they meet the minimum standards of investment performance as outlined in the Stanislaus County Deferred Compensation Plan Investment Policy and Procedures Statement. Periodically, but not less than once each year, Consultant shall identify those investment funds that does not satisfy the retention criteria and describe why the criteria have not been met. The Consultant shall further explain the reason why the Committee should consider replacement of such investment funds.
4. Consultant will monitor and evaluate Plan Providers regarding the provision to the County of ongoing investment services, including, but not limited to, fees, commissions, and charges for each investment option selected, investment strategies, fund performance, and employee education. As part of this agreement, Consultant will assist in negotiating terms with incumbent Plan Provider.
5. Consultant may assist the County from time to time in selecting new plan providers through County's Request for Proposal process upon the request of the County and subject to mutually agreeable terms and pricing.
6. Consultant will review and recommend changes to the Stanislaus County Deferred Compensation Plan Investment Policy and Procedures Statement as required.
7. The Consultant will evaluate and apprise the Committee of any legislative changes affecting Deferred Compensation and the retirement planning market place.
8. Consultant will attend meetings with the Committee at least two times each year. Additional meetings may be necessary as determined by the Committee, by the issues being considered by the Committee, and by other market conditions. Consultant also shall be available for consultation by telephone or email.

**ADDENDUM NO. 1  
TO  
STANISLAUS COUNTY CONSULTING SERVICES AGREEMENT**

This Addendum No. 1 to the Stanislaus County Consulting Services Agreement (the "Agreement") by and between the County of Stanislaus ("Client") and Arnerich Massena & Associates, Inc., an Oregon corporation ("Consultant"), on January 1, 2009 is entered into concurrently with the Agreement.

1. Insurance

1.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

1.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

1.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

1.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

1.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by applicable law.

1.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Client. At the option of the Client, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the Client guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The Client, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

1.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the Client and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Client its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

1.4 The Consultant's insurance coverage shall be primary insurance regarding the Client and Client's officers, officials and employees.

1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Client or its officers, officials and employees.

1.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to Client. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the Client of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

1.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a

United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

1.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

1.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish Client with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in Client's sole and absolute discretion, approved by Client. Client reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

1.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## 2. Defense and Indemnification

2.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the Client and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the Client and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

2.2 Consultant's obligation to defend, indemnify and hold the Client and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

2.3 To the fullest extent permitted by law, the Client shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's

fees, arising out of or resulting from the negligence or wrongful acts of Client and its officers or employees.

3. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Client's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

4. Contract Manager

Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Client Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under the Agreement. Unless otherwise provided in writing, the Client's Project Manager is David L. Dolanar, Deputy Executive Officer, (209) 525-5714, and the Consultant's representatives is Vincent Galindo, (800) 929-5179.

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