

**Service Agreement**  
*between*  
**Rural Community Assistance Corporation**  
*and*  
**Adams Ashby Group, Inc.**

This Agreement is entered into on May 1, 2023, by and between **Rural Community Assistance Corporation (RCAC)**, a nonprofit corporation, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 and **Adams Ashby Group, Inc. (AAG)**, Consultant, 1000 Lincoln Rd. H212, Yuba City, CA 95991.

**I. Task Orders**

Consultant shall provide the professional services (Services) as specified in authorized Task Orders. Consultant shall commence, perform, and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders. Failure to perform the Services described in a signed Task Order(s) shall be considered default, and RCAC may pursue all remedies hereunder.

RCAC reserves the option to add additional Task Orders for additional negotiated compensation upon discovery and pursuit of additional projects within the scope of the Biomass Utilization Fund.

**I. Performance Period**

Specific service deliverable timelines shall be defined in authorized Task Orders.

**II. Consultant Responsibilities**

In addition to all other obligations contained herein, Consultant agrees:

- A. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- B. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- C. To comply, at Consultant's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Consultant as an employer;
- D. That Consultant is an independent consultant and not the agent, employee, or servant of RCAC, and that:
  1. Consultant does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;

2. Consultant has and hereby retains full control of and supervision over the performance of Consultant obligations and full control over any persons employed by Consultant for performing the Services;
3. Consultant shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent consultant including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes. All sales taxes are the responsibility of the Consultant.

### **III. Compensation**

#### **A. Payment**

As compensation for satisfactory performance of the Agreement, RCAC shall pay the Consultant the amount set forth in the Task Order(s), subject to additions and deductions as provided for herein. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Consultant shall notify RCAC in writing if Consultant has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

#### **B. Request for Payment**

Consultant shall submit a Request for Payment form (Attachment B) for all services performed. Email payment requests to [kbrownlee@rcac.org](mailto:kbrownlee@rcac.org) or mail payment requests to RCAC, Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Consultant within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Consultant will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

### **IV. Indemnification**

Consultant agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless RCAC, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against RCAC, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by the Consultant, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith. Consultant's obligations under this section shall survive the expiration of this Agreement or the termination hereof for any reason whatsoever.

### **V. Insurance**

By execution of this Agreement, Consultant agrees that the required insurance coverage shall be in effect at all times during the term of this Agreement, including unemployment, disability and

liability insurances. The Consultant agrees to submit a Certificate of Insurance naming RCAC as an additional insured's within 10 business days from receipt of the fully executed Agreement. Consultant shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance expires at any time during this Agreement. Consultant agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.

1. Consultant shall maintain standard Workers' compensation as required by law in the state where service is performed. A current Certificate of Insurance must be supplied to RCAC throughout the term on this Agreement.
2. Consultant shall maintain Comprehensive Commercial General Liability coverage in the amount of at least \$1,000,000. A current Certificate of Insurance must be supplied to RCAC throughout the term on this agreement.
3. Consultant operating a motor vehicle in the implementation of this agreement is required to carry automobile coverage in the amount of at least \$100,000/\$300,000 and uninsured motorist coverage. As applicable, a current Certificate of Insurance must be supplied to RCAC throughout the term on this agreement.

#### **VI. Notice**

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

A. Notices to RCAC shall be addressed to:

Rural Community Assistance Corporation  
Grants and Contracts Administration  
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691

B. Notices to Consultant shall be addressed to:

Lorie Ann Adams, Principal  
Adams Ashby Group, Inc  
1000 Lincoln Rd. H212  
Yuba City, CA 95991

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by email to [cs pencer@rcac.org](mailto:cs pencer@rcac.org) and certified mail to the new address.

#### **VII. Termination**

In the event that the Consultant fails to comply with the terms and conditions, RCAC shall take enforcement action prescribed in 2 CFR §200.338 (Remedies for noncompliance including termination). Each party agrees not to terminate this Agreement during the Agreement period of May 1, 2023 through Sept 1, 2024 except for convenience or good cause and in the event of an alleged breach, after the breaching party has had an opportunity to cure. Termination will be accomplished by giving 30-days written notice. At the time of termination both parties shall be released from any and all obligations under this contract provided that Consultant shall be paid for services satisfactorily performed to the date of termination, less any amount prepaid.

#### **VIII. Attorney Fees**

Failure to perform the Services described in a signed Task Order(s) shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

**IX. Authority**

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by the Agreement.

**X. Attachments**

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order(s)

Attachment B: RCAC Financial Forms

Attachment C: Representations and Certifications Form

**XI. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

**XII. Severability**

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. Rather, the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

**XIII. Lobbying**

By checking off and signing the attached RCAC Representations and Certifications Form, Consultant certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement (Attachment C). (see 2 CFR 200, Appendix II)

**XIV. Debarment**

Consultant hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph two of this certification; and
- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state, or local) transactions terminated for cause or default.

**XV. Drug Free Workplace**

By checking off and signing the attached RCAC Representations and Certifications Form, Consultant certifies that they maintain a drug free workplace (Attachment C).

**XVI. Nondiscrimination**

Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Consultant shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

Consultant hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- F. Public Law 101-336, Americans with Disabilities Act of 1990.
- G. Affirmative Action Laws.
- H. Child Support Compliance Act (Section 5200, Part 5, Division 9 of Family Code and State Contract.)
- J. Section 3 Compliance (Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.. 1701u (Section 3) and 24 CFR part 135)

**XVII. Environmental Compliance**

Consultant agrees to comply with all applicable standards, orders, or requirements as issued under:

Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water

Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) [*See 2 CFR 200 Appendix II, (F)*]

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act regarding procurement of recovered materials and solid waste management services. [*See 2 CFR 200.322*]

Flood Disaster Protection Act of 1973, requiring the maintenance of flood insurance for construction work performed in special flood hazard areas (SFHA). [*See P.L. 93-234 Section 102(a)*]

#### **XVIII. Confidentiality**

Any reports, information or data given to, prepared, or assembled by Consultant under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Consultant without prior written approval from RCAC.

#### **XIX. Conflict of Interest**

Consultant acknowledges that Per federal regulations under 2 CFR 200.318: No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Consultant further acknowledges to the best of their ability, there is no conflict of interest related to Services to be performed for the purpose of this agreement.

#### **XX. Record Keeping**

The Consultant agrees to keep and maintain true and complete records, contracts, books, and documents necessary to fully disclose to RCAC or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all relevant state and federal regulations and statutes, for a minimum of five years. All records maintained by Consultant shall meet the standard requirements contained in the: 2 CFR 200 (Uniform Guidance) Subpart E (Cost Principles). At time of contract end date, Consultant will submit all pertinent records to RCAC. All records and materials produced for the purposes of this agreement by Consultant shall be the sole property of RCAC.

#### **XXI. Governing Law**

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

**XXII. Dispute Resolution/Arbitration**

RCAC and the Consultant hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Consultant's written election to resolve any matter by arbitration pursuant to this section, RCAC and Consultant hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities, or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

**XXIII. Entire Agreement, Amendments and Modification**

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Consultant with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Consultant as of the date first stated above.

Rural Community Assistance Corporation  
3120 Freeboard Drive, Suite 201  
West Sacramento, CA 95691  
916/447-2854; 916/447-2878 fax

Adams Ashby Group, Inc.  
1000 Lincoln Rd. H212  
Yuba City, CA 95991  
916/449-3944



Cyndi Spencer  
Chief Operating Officer

5/19/2023  
Date



Consultant Signature

Lorie Ann Adams, President

Name/Title

5/23/2023

Date

47-2780215



Tax ID Number



**Rural Community Assistance Corporation  
Task Order Form**

<b>Task Order:</b> Adams Ashby Group, Inc., No. 1	<b>Performance Period:</b> May 1, 2023 through September 1, 2024
<b>Issued to:</b> Adams Ashby Group, Inc. 1000 Lincoln Rd. H212 Yuba City, CA 95991	<b>Contact/Telephone no.:</b> Lorie Ann Adams, Principal (916) 449-3944 <a href="mailto:ladams@adamsashbygroup.com">ladams@adamsashbygroup.com</a>
<b>Issued by:</b> Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	<b>Contact/Telephone no.:</b> Cyndi Spencer, COO (916) 447-9832; 1030 <a href="mailto:cspencer@rcac.org">cspencer@rcac.org</a>
<b>Scope of Work:</b> <b>As outlined in Scope of Work update provided March 28, 2023.</b> <b>Task 1:</b> Prepare and submit Labor Compliance Policy & Procedures to the State of California Department of Industrial Relations (DIR) and Department of Labor (DOL) for review and approval. Prepare and set up contracts for implementation. <b>Task 2:</b> Project Labor Compliance Administration <ul style="list-style-type: none"><li>• General Project Tasks</li><li>• Payroll Reviews and Statement of Compliance</li><li>• Reporting Documents</li><li>• Employee Interviews</li></ul>	
<b>Penalties:</b> Failure to perform as required could result in termination of this agreement. Failure to comply with any performance standard will be considered a violation and will result in RCAC withholding payment until the violation is corrected. RCAC will notify Adams Ashby Group, Inc. of missed performance measures and require a formal response to the performance issue prior to continuing payments for services under this agreement.	
<b>Compensation:</b> <ul style="list-style-type: none"><li>• RCAC will pay Consultant an amount not to exceed \$104,075 for services performed under this Task Order.</li><li>• RCAC will pay Consultant upon receipt and approval of a Request for Payment Form.</li><li>• All requests for payments must reference Adams Ashby Group, Inc., Task No. 1. Email payment requests to <a href="mailto:kbrownlee@rcac.org">kbrownlee@rcac.org</a>.</li></ul>	
All terms and conditions included in Service Agreement are applicable to this Task Order.	



<b>Signature for RCAC:</b> 	<b>Type name and title:</b> Cyndi Spencer Chief Operating Officer	<b>Date:</b> 5/19/2023
<b>Signature for Adams Ashby Group, Inc.:</b> 	<b>Type name and title:</b> Lorie Ann Adams, Principal	<b>Date:</b> 5/23/2023