



A Tradition of Stewardship  
A Commitment to Service

## **Request for Proposal**

### **ADA Transition Plan Update for Adult Detention Facility**

**Posted: Tuesday, June 12, 2012**

**Due Date & Time: Tuesday, June 26, 2012 by 5p.m.**

AVAILABLE ELECTRONICALLY ON COUNTY WEBSITE:

[WWW.COUNTYOFNAPA.ORG](http://WWW.COUNTYOFNAPA.ORG)

ANY CHANGES OR AMENDMENTS WILL BE POSTED TO ABOVE WEBSITE.

**COUNTY OF NAPA  
ADA TRANSITION PLAN UPDATE**

**REQUEST FOR PROPOSALS**

**OVERVIEW**

The County of Napa is currently looking to complete and maintain an ADA Transition Plan that sets forth the steps necessary to ensure compliance with the ADA and implementing regulations. Currently the County of Napa owns and operates one jail facility, comprised of two construction periods taking place in 1975 and in 1989. The current Accessibility Survey Transition Plan was published in February of 1994 and is in need of update to reflect current regulations

Napa County is located approximately 50 miles north of San Francisco, California. The vast majority of the County's land area is devoted to vineyards, farms, ranches and forestland, with 75% of the County's population of 130,000 living in the cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville. In its California Wine 2004 report, the MKF Group of St. Helena reported approximately 3.7 million visitors annually coming to the Napa Valley. The County's adult corrections system is composed of a 264 bed Jail as well as Probation and Parole Services. Convicted felons may be sentenced to the State Prison System and then followed by State Parole through the local office in Santa Rosa, California. Since the Public Safety Realignment Act became law in 2011 under AB 109, those offenders convicted of non-violent, non-serious, non-sex offenses are now housed in County jails and no longer sentenced to the State Prison System. Currently, the Probation Department supervises approximately 1,300 adult offenders.

The Napa County Department of Corrections (NCDC) operates the Adult Detention Facility (Napa County Jail). Napa is one of two jail facilities in California that is not operated under the authority of the Sheriff. The Director of Corrections is appointed by the Board of Supervisors and receives day-to-day supervision from the County Executive Officer. Correctional Officers, not deputies, staff the jail. The Jail is located in the County Administration and Justice Complex in the downtown area of the City of Napa and is within 3 miles of a privately operated hospital. The Jail is rated for 264 beds, housing both male and female inmates. There are 7 housing units located on three floors and a basement in two attached buildings. A new court building and the jail facilities are connected by way of a tunnel for movement of inmates to and from court. In addition to the seven housing areas, are temporary holding areas which include six medical cells, two safety cells, booking holding cells and lounge, a large detox cell, and two temporary holding/observation cells near the medial area. None of these temporary holding areas are counted against the State Board of Corrections rated capacity of 264.

The County of Napa invites qualified professional firms and individuals experienced in the evaluation and development of program and facility accessibility plans to submit a written proposal to provide professional services.

The ADA Transition Plan will include identification of potential architectural and communications barriers which may limit access in the existing jail facility. Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and California Access Codes to determine compliance with State and Federal accessibility standards.

A findings and implementation report must be submitted which identifies barriers to access, prioritizes or rates them by impact and proposes remedial steps to mitigate, remove or otherwise address identified barriers. Priorities should be established which reflect the ADA guidelines;

- 1) Accessibility approach and entrance.
- 2) Access to goods and services.
- 3) Access to restrooms.
- 4) Any other measures necessary.

The professional will work with County staff to develop a plan to achieve compliance with the ADA's barrier removal requirements in existing facilities.

**TASK 1.** Identify and obtain all necessary documents and materials to conduct the audit process and survey.

**TASK 2.** Review and update as required the existing transition plan for the jail.

**TASK 3.** Rate all findings by impact, on a letter grade scale of A-E: **A** being in need of immediate implementation; **B** being in need of implementation for the upcoming fiscal year: FY 2012/13; **C** being in need of implementation for FY 2013/14; **D** being in need of implementation for FY 2014/15; and **E** being in need of implementation for FY 2015/16.

**TASK 4.** Prepare an updated report, with an emphasis on indicating the implementation scores of each finding.

### **SCHEDULE FOR THE RFP PROCESS**

<b>June 12, 2012</b>	<b>Request for Proposal released</b>
<b>June 15, 2012</b>	<b>Questions regarding proposal due</b>
<b>June 20, 2012</b>	<b>Answers to questions posted</b>
<b>June 26, 2012</b>	<b>Proposals due by 5 p.m.</b>
<b>July 6, 2012</b>	<b>Intent to enter into negotiations issued</b>
<b>July 13, 2012</b>	<b>Award recommendation issued</b>
<b>July 13-20, 2012</b>	<b>Background checks</b>
<b>July 24, 2012</b>	<b>Contract approval</b>
<b>July 25, 2012</b>	<b>Contract begins</b>

### **PROPOSAL SUBMITTAL**

By submitting a proposal, the respondent represents and warrants that:

(a) The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage; and

(b) The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of a contract, to any employee, official, or existing contracting consultant of the County of Napa.

It is recommended that the proposal and fee schedule be submitted on paper that contains at least 30% recycled content and printed on both sides of the page (duplex).

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the county.

### Technical Proposal and Fee Schedule

Submit five (5) hard copies plus one electronic copy of the technical proposal in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. The technical proposal shall include:

1. Detailed scope of work that expands upon the general scope of work described;
2. Description of the services to be provided and deliverables, to include a hard and electronic copy of each draft work product;
3. Description of firm and the firm's organizational structure along with qualifications and experience in all tasks associated with producing a quality product;
4. Description of the management approach for providing the requested services and deliverables.
5. Two representative work samples;
6. Qualifications, role and responsibilities of each staff member who will be assigned to the Consultant team and resumes;
7. A list of sub-consultants to be used, if any, and their expertise;
8. At least three recent references with telephone numbers; and,
9. Schedule: the County is on an aggressive time schedule and anticipates that the report would need to be completed by September 30, 2012;
10. Five copies of the fee schedule, which shall include staff assignments, staff hourly rates, staff hours, total costs for each task, total indirect cost, direct expenses, and project total.

Please submit the technical proposal and fee schedule no later than Tuesday, June 26, 2012 at 5:00 p.m. to the Risk Management Division of the County Executive Office: 1195 Third Street Suite 310, Napa CA 94559 Attention: Kerry John Whitney, Risk Manager.

### **PROCEDURES AND EVALUATION OF PROPOSALS**

#### A. Evaluation Criteria

An evaluation committee will review and evaluate technical proposals against the criteria listed below. Sufficient evidence should be provided in the technical proposal so that the evaluation committee can evaluate each of these criteria.

1. Understanding of the Americans with Disabilities Act of 1990 (ADA) and its codes and compliance requirements: Does the proposer have knowledge in and experience evaluating and developing program and facility accessibility plans for ADA code compliance? 20%\*
2. Understanding of Correctional Facilities: Does the proposer have experience with evaluating, consulting for or constructing correctional facilities? 20%\*
3. Staff: Do the qualifications of key personnel to be assigned to work on this County project understand the unique character of both Napa County as well as jail facilities? Do assigned personnel have requisite education, experience, and professional qualifications? 15%\*
4. Specific Management Approach: How does the proposer intend to achieve the County's time goals for projects? How will the firm apply its management techniques and resources? Has the firm provided sufficient assurance that projects will be started and completed in a timely manner? 15%\*
5. Experience: Has the proposer demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? 10%\*
6. Organization: Are the qualifications of the firm's personnel suitable for the anticipated projects; and, does the firm's organizational structure show sufficient depth for its present workload? Is the level of staffing sufficient to produce quality work in a timely manner? 10%\*
7. Services Offered: Does the firm offer the breadth and quality of services required for the project? 10%\*

\* This represents the weight of each evaluation criteria.

## B. Procedures

1. At the completion of the review process, proposers will be ranked based on the criteria described in the "Evaluation Criteria Section" and the County's Evaluation Team will select the highest ranked firm or, at County's option, the most highly qualified firms will form a "shortlist".
2. Should the County's Evaluation Team elect to establish a "short list", firms on the short list will be asked to formally present their proposal in Napa and respond to interviewer questions. The interview panel will be the Selection Committee. The presentation and interview session will not exceed one hour per proposer.
3. County's evaluation team will verify references of either the highest ranked firm, or those on the "shortlist".
4. County will select a firm and then conduct an in-house background investigation prior to awarding the contract, to include fingerprinting all employees who will access the premises. (Please see attached Visitor Security Clearance form).

5. Following successful negotiations, the contract will be referred to the County Executive Officer. A sample contract is attached at the end of this RFP for informational purposes only, there is no need to sign or return the sample contract with the response
6. The County of Napa reserves the right to reject any and all proposals and to reissue its request for proposals. The County reserves the right to cancel projects in design at any point and pay the consultant only for costs (which are covered within the agreed upon contract) incurred to that point and for work (which is covered within agreed upon contract) completed, which is usable by the County as determined by the County. All costs of preparation of responses and submittals, including travel for any presentations or interviews scheduled, shall be borne by the respondents.

## **GENERAL INFORMATION**

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

All proposals become the property of the County of Napa. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from any source, which may include competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder unless they are not submitted in a timely manner.

The County may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The County may reject the proposal of any proposer who is in default of the payment of taxes, or other monies due to Napa County

The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

The County reserves the right to modify or cancel any or all aspects of the RFP at any time.

Any modification to the requirements of the RFP will be posted with the original RFP on the web site (see cover page) via a RFP Addendum. It is the responsibility of respondents to check the web site for Addendums

The County reserves the right to request additional information not included in this RFP from any or all respondents after the due date.

Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for requested services.

Questions about this RFP shall be referred to Nancy McDonnell at 707-253-4825 or [nancy.mcdonnell@countyofnapa.org](mailto:nancy.mcdonnell@countyofnapa.org).

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. All questions asked will be documented and the questions and answers, if applicable, will be combined and published via addendum to the RFP on the County's website.

Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

The period of service required will conclude on September 30, 2012 unless unusual circumstances warrant an extension for an additional 15 calendar days. Any such extension shall be at the sole description of the County. The negotiated fee schedule shall remain in effect throughout the duration of the contract.

All proposals received shall be public records, with the exception of those elements of any proposal which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the California Public Records Act or otherwise by law, the County shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold City harmless for any such disclosure.

See the attached form of contract for various requirements including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the attached agreement. Proposers are required to submit evidence of ability to provide insurance in the amounts and coverage's as required in the Contract before the award of the contract. Proposers who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the requested services. Any alternative insurance coverage request is subject to review and approval by County Counsel and the Napa County Risk Management Officer. Failure to meet the Napa County insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

### **Local Vendor Preference**

Napa County has a local vendor preference that covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal, unless such preferences are not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County.

Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

### **Protests and Appeals**

Any directly affected party who is aggrieved in connection with the solicitation or award of a contract issued through this RFP may protest the procurement action taken. Such protests must be filed in writing with:

County of Napa  
Purchasing Agent  
1195 Third Street, Room 310  
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

- The date and action taken resulting in a protest, and
- Identification of the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification-related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

Informal Resolution: Upon receipt of protest, the Purchasing Agent will convene, at the earliest possible time, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues

If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting.

The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

Appeal to the Board of Supervisors.: In the event that the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date the request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date. The hearing date shall be at least ten (10) working days following personal service. .

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his/her behalf, and to present oral and written documents and evidence on the issue.

After the conclusion of the hearing, the Board of Supervisors shall refer the matter to County Counsel to prepare findings of fact and a statement of decision concerning the issue(s) which shall be returned to the Board for adoption within 30 calendar days.

All notices shall be in writing and shall be delivered in person or, if personal service is not required, by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice personally served shall be deemed given as of the date of personal service. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**NAPA COUNTY AGREEMENT NO. \_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting by and through its Purchasing Agent, and \_\_\_\_\_ "doing business as \_\_\_\_\_" a \_\_\_\_\_ corporation", whose mailing [or business] address is \_\_\_\_\_, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to \_\_\_\_\_; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**WHEREAS**, because the aggregate compensation by COUNTY to CONTRACTOR through this and any prior agreements for the same services does not exceed \$59,400 annually (as adjusted annually beginning on July 1, 2011 to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations) and this Agreement does not exceed a total term, including renewals, of three (3) years, COUNTY's Purchasing Agent, or designee, is authorized by Napa County Code section 2.36.040(G) to execute this Agreement on behalf of COUNTY.

**TERMS**

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the [rate of \_\_\_\_\_] [at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein].

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \_\_\_\_\_ (\$\_\_\_\_\_) for professional services and \_\_\_\_\_ (\$\_\_\_\_\_) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than \_\_\_\_\_ to the \_\_\_\_\_ who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the \_\_\_\_\_ upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that

COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by CONTRACTOR with the \_\_\_\_\_ prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(b) **Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) **General Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than

A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A: VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement.

(3) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) **Certificates of Coverage.** Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall reference this Agreement by its COUNTY number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in 7(b)(1) and (3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within \_\_\_\_\_ ( ) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving \_\_\_\_\_ ( ) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

**10. Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least \_\_\_\_\_ days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required

under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

If, during the term of this Agreement or any extension thereof subsequent to the first fiscal year during the term, COUNTY is unable to appropriate sufficient funds to meet its obligations to CONTRACTOR under this Agreement, such funds are not otherwise available to COUNTY for this purposes, and there are no other legal procedures or available funds by or with which such obligations can be met, and such non-appropriation of funds has not resulted from any act or omission within the control of COUNTY; or, if the funds appropriated to meet such obligations were granted to COUNTY by any agency of the State of California, any federal government agency, or other source and such grant funds are discontinued or otherwise become unavailable to COUNTY during the term of the Agreement or any extension thereof, COUNTY, acting through its Napa County Executive Officer or designee thereof, shall have the right to terminate this Agreement by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination. In the event of such termination, COUNTY shall be obligated to CONTRACTOR only for payment of compensation and reimbursement of expenses for services satisfactorily completed or incurred and for which invoices are submitted as of the effective date of such termination. The notice of termination shall include a certification by the Napa County Executive Officer or designee thereof that sufficient funds have not been made available to COUNTY to meet COUNTY's future obligations under the Agreement. In the event of termination under this Agreement, COUNTY shall not enter into a functionally similar agreement with a third party during the remainder of the then-current term, except that if during said period, funds again become available to COUNTY for such services, COUNTY shall offer to execute a new agreement with CONTRACTOR for such services with CONTRACTOR to expire no earlier than the expiration date of this Agreement had it not been terminated under this Paragraph, and on the same terms and conditions as set forth in this Agreement.

**11. Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records

only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

CONTRACTOR

[Name]

[Name]

[Address]

[Address]

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

## 15. **Confidentiality.**

(a) **Maintenance of Confidential Information.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its \_\_\_\_\_. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

### (b) **Protection of Personally Identifiable Information and Protected Health Information.**

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

**16. No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the \_\_\_\_\_.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation paid to CONTRACTOR by COUNTY under this agreement will not exceed \$59,400 as adjusted annually beginning on July 1, 2011 to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations), or through its Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design,

testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY

makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the Napa County Executive Officer or Assistant Napa County Executive Officer hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

29. **Special Terms and Conditions. [RESERVED]**

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

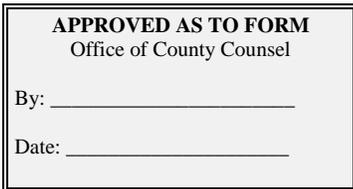
\_\_\_\_\_ --“doing business as “\_\_\_\_\_”

By \_\_\_\_\_

By \_\_\_\_\_

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of the State of California, acting by and through its Purchasing Agent



By \_\_\_\_\_  
NANCY WATT, Napa County Executive/Purchasing Agent

By \_\_\_\_\_  
Acting as Purchasing Agent by delegation

“COUNTY”

**EXHIBIT "A"**

**SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

**I. DESCRIPTION OF SERVICES**

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT “B”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**



# NAPA COUNTY DEPARTMENT OF CORRECTIONS

## VISITOR SECURITY CLEARANCE



I HEREBY AUTHORIZE NAPA COUNTY DEPARTMENT OF CORRECTIONS (NCDC) TO CONDUCT A BACKGROUND AND SECURITY CHECK ON MYSELF, AS A CONDITION OF MY ACCEPTANCE TO ENTER THE JAIL AS A VISITOR/VOLUNTEER.

THE PURPOSE OF MY VISITS IS: \_\_\_\_\_.(AA, NA, RELIGIOUS, EDUCATION, ETC.)

PROGRAM COORDINATOR: \_\_\_\_\_ PHONE #: \_\_\_\_\_

THIS REQUEST IS FOR:  CONTINUING BASIS  TEMPORARY BASIS DATE(S) OF VISIT(S) \_\_\_\_\_

NAME: \_\_\_\_\_ ALIAS OR MAIDEN NAME: \_\_\_\_\_  
(PLEASE PRINT LAST, FIRST AND MIDDLE AS IT APPEARS ON YOUR DRIVER'S LICENSE OR ID CARD)

DATE OF BIRTH: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_ SEX: \_\_\_\_\_ RACE: \_\_\_\_\_ EYES: \_\_\_\_\_ HAIR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
(STREET, APARTMENT #)

HOME PHONE#: \_\_\_\_\_ WORK PHONE#: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

EMERGENCY CONTACT PERSON: \_\_\_\_\_ PHONE #: \_\_\_\_\_

- HAVE YOU EVER BEEN CONVICTED OF A CRIME?  YES  NO
- ARE YOU CURRENTLY ON PROBATION OR PAROLE?  YES  NO
- HAVE YOU EVER BEEN ON PROBATION OF PAROLE, WHEN?  YES  NO \_\_\_\_\_
- IF "YES", HAS IT BEEN LESS THAN ONE YEAR SINCE YOU WERE ON PROBATION?  YES  NO  N/A
- IF "YES", HAS IT BEEN LESS THAN TWO YEARS SINCE YOU WERE ON PAROLE?  YES  NO  N/A
- DO YOU FRIEND OR FAMILY THAT ARE IN CUSTODY?  YES  NO

I UNDERSTAND THAT ANY **FALSE** STATEMENT, VERBAL, OR WRITTEN, MAY CAUSE MY NAME TO BE REMOVED FROM THE ELIGIBLE LIST OF VOLUNTEERS. I ALSO UNDERSTAND THAT IF ANY OF THE ABOVE INFORMATION CHANGES, I SHALL NOTIFY BOTH MY PROGRAM COORDINATOR AND NAPA COUNTY DEPARTMENT OF CORRECTIONS VOLUNTEER COORDINATOR IMMEDIATELY.

\_\_\_\_\_  
CANDIDATE SIGNATURE DATE

\*\*\*\*\***SECURITY STAFF USE ONLY BELOW THIS LINE**\*\*\*\*\*

	NO RECORD	RECORD FOUND
SHERIFF'S RECORDS	<input type="checkbox"/>	<input type="checkbox"/>
DL CHECK	<input type="checkbox"/>	<input type="checkbox"/>
WPS CHECK	<input type="checkbox"/>	<input type="checkbox"/>
CJIMS RECORD	<input type="checkbox"/>	<input type="checkbox"/>
CII CRIMINAL HISTORY	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_

ENTRY APPROVED:  YES  NO BY: \_\_\_\_\_ ID# \_\_\_\_\_ DATE: \_\_\_\_\_

## ADDENDUM

The following questions were received by

The purpose of this addendum is to respond to questions received by interested firms regarding the County's request for proposals for an ADA Transition Plan Update for Adult Detention Facility. Please note, some questions have been consolidated or paraphrased in order to respond to all applicants.

Question 1: What is the gross square footage of the detention facility, with a breakdown by floor if possible?

Answer: The gross square footage of the building is 127,415 SF, and the square footage under review totals 107,743 SF.

Breakdown by floor:

Basement: 28,532 SF  
First Floor: 26,991 SF  
Second Floor: 19,465 SF  
Third Floor: 32,485 SF  
Total: 107,743 SF

Question 2: Do you have available now, and/or will you have available for the transition plan work, basic drawings of the Site Plan and of the facility's Floor Plans, on 8-1/2" x 11" pages or other small sheet size?

Answer: Property Management will make available any Site Plans and Floor Plans on file to the firm awarded the contract. For security reasons, this information is not available for public consumption.

Question 3: As the request is for an update to the current Accessibility Survey Transition Plan published in February of 1994 to reflect current regulation, can the County provide the plan for use in preparing a proposal?

Answer: The County will provide a copy of the current transition plan to the firm awarded the contract.

Question 4: What is the page count required for a proposal? Is the County looking for a short excerpt or a substantial number of pages of the two work samples?

Answer: Please provide two copies of work samples that pertain to a "single building" project (if possible). The County is interested in the quality of the review conducted and so an excerpt from a larger project will meet this need as long as it provides the necessary detail to demonstrate your firm is able to meet the needs of this RFP. The work samples should demonstrate a review of specific findings, including photographs depicting non-compliant findings and include recommendations for compliance. If an excerpt is used, please include a copy of the project findings summary page(s) with this sample.