



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept. Division, FY. #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Economic and Planning Systems, Inc. (EPS)
CONTRACTOR'S NAME

2. The Term of this Contract is: August 1, 2018 through June 30, 2019

3. The maximum amount of this Contract is:

\$102,220

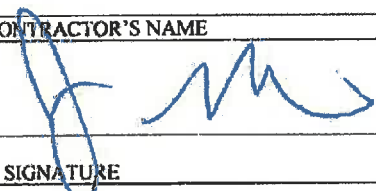
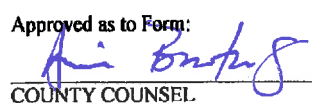
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on _____, 2018.

CONTRACTOR	COUNTY OF SOLANO
Economic and Planning Systems, Inc. CONTRACTOR'S NAME	AUTHORIZED SIGNATURE Birgitta E. Corsello, County Administrator
 SIGNATURE	TITLE 675 Texas Street, Suite 6500
Jason Moody, Principal PRINTED NAME AND TITLE	ADDRESS Fairfield, CA 94533
One Kaiser Plaza, Suite 1410 ADDRESS Oakland, CA 94612 CITY STATE ZIP CODE	CITY STATE ZIP CODE Approved as to Content: DEPARTMENT HEAD OR DESIGNEE Approved as to Form:  COUNTY COUNSEL

Rev. 1/25/12

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

Economic and Planning Systems, Inc. (“EPS” or “Contractor”) shall perform those services specified in detail here and described in various attachments, each of which is incorporated in this Contract by this reference, which define and describe the scope of work to be undertaken by EPS. County has materially relied upon the representations of EPS as may have been made in County’s selection of EPS for this work. EPS agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified in this Contract.

The Scope of Services consists of:

- The Comprehensive Analysis and Update of Solano County Public Facilities Fees, which is incorporated into this Exhibit as if fully set forth in it.
- The services described in Contractor’s proposal to Request for Qualifications (RFQ 95X-0309-18), submitted on April 17, 2018, which is incorporated into this Exhibit as if fully set forth in it.

EPS shall serve as the County’s representative when designated for the purpose of public presentations as directed. The firm shall work as an extension of the County Administrator’s Office, whose representative shall oversee and facilitate work with other County agencies or departments.

EPS shall assist the County Administrator’s Office (CAO) by providing professional services and make recommendations related to the County’s Public Facilities Fee which shall include the following:

1. PUBLIC FACILITIES FEE -EXISTING COMPONENTS

Solano County currently collects the Public Facilities Fee, pursuant to Cal. Government Code section 66000 et seq., for the following components: Countywide Public Protection (including Courts), Health and Social Services, Library, General Government, and Transportation, as well as an administrative oversight charge.

EPS shall provide an analysis to determine what components should be continued, added or modified, and what fees should be charged so that adequate revenues are raised to cover future costs for additional facilities as growth occurs.

County staff will work directly with EPS on those facilities eligible for inclusion in the Public Facilities Fee program. The County’s *5-year Capital Facilities Improvement Plan* will serve as the foundation of information from which EPS will perform the annual update of Public Facilities Fee, including validation of costs as it pertains to the County’s fee program.

EPS, through its subcontractor Fehr & Peers, will review the Regional Transportation Impact Fee component as detailed in the scope of work, attached as Exhibit A-1.

2. SPECIFIC WORK PLAN AND TASK LIST

Phase I: Study Implementation Plan and Management

Phase I is designed to identify the basic parameters of the Fee Program, develop agreement on the primary goals and objectives of the study, and outline a process for resolving the key issues that are likely to arise. Many of these key questions were addressed and resolved as part of the 2013 update, so Phase I will confirm our understanding of these key issues and set the stage for the more in-depth technical work that will follow in Phase II and Phase III and ensure that these later efforts are being undertaken in a manner consistent with the expectations and objectives of

the County and other stakeholders. From past experience, we have found that the technical analysis can be conducted much more efficiently and effectively if there is fundamental agreement on key principles, parameters, and objectives. The analytical steps reflect the tasks identified in the RFQ but are presented in the sequence in which they are to be carried out. In some cases, preliminary work for some tasks may begin before completion of a previous task.

Phase I, Task 1: Project Initiation and Project Management

EPS will meet with County staff to review project parameters, clarify team roles, and review the project schedule and key deliverables. The primary goal of this task is to finalize the scope, budget, and other project related issues. EPS will use this opportunity to identify existing data, documents (e.g., the 2013 Nexus Study), and other pertinent information that may be useful. EPS also will work with staff to establish a management and reporting protocol for the entire project, defining team roles, internal and external communication protocol, the format of deliverables, and scheduling issues.

Corresponding RFQ task list items:

-Assist in the development of the conceptual project scope.

Phase I, Task 2: Develop Critical Study Parameters and Assumptions

The Mitigation Fee Act establishes guidelines in terms of projects and programs that can be included and the set of findings required to establish a legally defensible impact fee. This structure does, however, provide significant flexibility that allows individual jurisdictions to adapt their fee programs to the unique preferences and circumstances of their communities. This task will specify how various program approaches and key assumptions will be addressed in the Study. Although it is recognized that this task may not fully resolve all of the issues described below, the goal will be, at a minimum, to develop broad agreement on a process for doing so.

Land Use Assumptions and Timeframe

Working with County staff, EPS will confirm the land use growth assumptions and development forecasts that will be used to estimate future facility needs and cost allocations.

- Time Horizon for Fee Calculation
- Land Use Categories
- Amount, Type, and Location of Growth

Capital Improvement Master Plan

The County's most recent Capital Improvement Master Plan was updated in FY2017/18 and, along with conversations with the County Administrator's Office and affected Departments, will be the primary basis for identifying the facilities to be included in the fee update.

County Government Growth Patterns

In collaboration with County staff, EPS will estimate future staffing needs, establishing a link between future growth in the County and future staffing needs.

Cost Allocation Methodology

The allocation of facility costs between new and existing development and by land use is a critical component of the fee nexus analyses. For certain capital facilities the allocation methodology is relatively established, but for others, a significant amount of flexibility is available. EPS will need to establish a proportional and justifiable basis for allocating costs between existing and new growth based on service standards that can be well documented and supported.

Corresponding RFQ task list items:

-Evaluate resources, influences, and factors impacting Public Facilities Fees, including the Nexus Analysis for Solano County Facilities Fee Update (approved December 2013).

-Review County's land use program to assist in determining future growth patterns in the County.

- Review County government's growth patterns to determine future staffing needs.
- Review County's Capital Improvement Master Plan (last updated 2/21/2017).

Phase I, Task 3: Consider Policy and Implementation Issues

At the outset of the update of a fee program, it is not too early to consider how best to address any implementation issues that are anticipated or that have arisen during the past five years. In the EPS Team's experience, fee adjustments, reimbursements, and land use exclusions, as well as fee program updating and auditing are critical considerations. EPS will discuss these issues, the current approaches, and potential directions for the fee update.

Corresponding RFQ task list items:

- Meet with representatives of the County Administrator's Office, General Services, and/or Departments utilizing Public Facilities Fees.
- Develop Project schedule for the comprehensive analysis to ensure timely adoption of fees.

Phase I Deliverables: Memorandum summarizing critical study parameters and assumptions;

Phase I Meetings: One project initiation meeting and follow-up meetings as needed with the County Administrator's Office and affected Departments.

Phase II: Technical Analysis

The purpose of this phase is to perform the technical analysis needed to support the fee calculation nexus studies. The work will be guided by the results of **Phase I**, and as such is described in more general terms here.

Phase II, Task 1: Develop Public Protection, Health and Social Services, Library, and General Government Programs

The EPS Team will conduct a series of tasks designed to produce a list of improvements for each of the fee program categories, and their corresponding costs, to be covered in full or in part by the fee program. These tasks are described below.

Building off the review of the Capital Improvement Master Plan and working with County staff, the EPS Team will develop a master list of Public Protection (including courts), Health and Social Services, Library, and General Government improvements to be potentially funded in full or in part by the fee program. Projects that are clearly ineligible for impact fee revenues, such as those designed to correct existing deficiencies, those related to operation and maintenance, or those with existing funding in place, will not be included.

EPS will rely upon County staff to provide and/or develop cost estimates for the improvement projects considered for fee program inclusion. Alternatively, EPS can research recent costs of similar facilities in the region, if available. If needed or if the County prefers, EPS can work with County staff to identify a civil engineering and cost estimating firm to assist in the preparation of cost estimates.

Corresponding RFQ task list items:

- Meet with impacted departments to confirm methodology for projecting future needs.

Phase II, Task 2: Nexus Analyses and Preliminary Maximum Allowable Fee Calculations

The purpose of this task is to establish the required nexus between the amount of the fee being charged and the impacts caused by the new development that will be subject to the fee. This task will provide a detailed description of the nexus relationships and findings used to develop the preliminary fee schedule.

In order to calculate the fees, EPS will develop a cost allocation methodology using nexus logic. The two primary types of cost allocations are (1) between new and existing development and (2) across land use types. EPS will ensure that affected Departments understand the cost allocation methodology and view it as equitable and appropriate based on the available data and their knowledge of facility-demand trends.

Based on the cost allocation and growth assumptions described above, EPS will develop a preliminary fee calculation for each land use. Specifically, the total improvement costs will be divided by the expected growth in each land use category. EPS will summarize the impact fees for each land use for review by County staff and other stakeholders. This preliminary fee calculation is designed to illicit input regarding the amount, scope, and incidence of the fees calculated.

Corresponding RFQ task list items:

- Make recommendations regarding use and collection of proposed Public Facilities Fees.*
- Make recommendations regarding the Court facility component.*
- Research nexus between County costs and proposed Public Facilities Fees*

Phase II Deliverables: Public Protection, Health and Social Services, Library, and General Government Program Project Lists and Cost Estimates database; PowerPoint for presentations detailing descriptions of the nexus relationships and preliminary fee calculations.

Phase II Meetings: One meeting with County staff to review preliminary maximum allowable fees.

Phase III: Fee Implementation

The purpose of this phase is to test the economic feasibility of the preliminary fees and pull the completed technical work into final nexus studies and ordinances that can be taken to the County Board of Supervisors for adoption.

Phase III, Task 1: Fee Comparison Analysis

The maximum allowable fee levels developed in Phase II serve as a starting point for review and discussion concerning final fee levels. Ultimately there are a number of economic and policy considerations that inform fee program decisions beyond the specifics of the technical work. To help inform the extent to which the maximum allowable fees may need to be reduced to achieve broader development feasibility objectives, EPS will first summarize and compare the total fee burden, including all current local impact fees, relative to other benchmark jurisdictions. Jurisdictions to be surveyed may include the cities in the Solano County, Sonoma County, Sacramento County, Yolo County, and San Joaquin County. Fees for a selection of land use categories will be compared, such as single family and multifamily residential, office, industrial, and retail.

Phase III, Task 2: Address Policy and Implementation Issues

In EPS's experience, fee adjustments, reimbursements, and land use exclusions as well as fee program updating and auditing are critical considerations. EPS will work with County staff, building on the discussions in Phase I, to discuss the current fee program's approaches to implementation issues and areas where adjustments/additions are appropriate.

Fee Adjustments, Reimbursements, and Land Use Exclusions

Many fee programs establish a fixed fee level, allowing fee adjustments or reimbursements for facility "oversizing" or other investments that contribute more than the development's fair share. Some fee programs also exclude certain land uses based on their real estate economics or broader policy goals, such as encouraging development of affordable housing or in distressed neighborhoods, among other possibilities. The administrative complexity of implementing different approaches will be important to determining the preferred approach.

Fee Program Administration, Updating and Auditing

Fee program updates and audits are a necessary, but often overlooked, part of fee program implementation. There are specific approaches that help ensure appropriate use of funds throughout the life of the fee program. Fee updating also varies by fee program, through a mix of mechanized and more comprehensive, regular updates, help keep the fee program up-to-date and on track to accomplish its commitments.

Corresponding RFQ task list items:

- Make recommendations regarding proposed/modified and/or eliminated Public Facilities Fees.*

Phase III, Task 3: Draft Nexus Study

Based on the technical results from preceding tasks and feedback from the County Administrator's Office and other Department staff, EPS will update the preliminary impact fee schedule. For example, the preliminary fee calculation methodology may be revised to incorporate changes in the amount, scope, or incidence of the fees.

Once the fee schedule is finalized, EPS will prepare an administrative draft Nexus Study that documents the assumptions and methodology and establishes the required nexus for creating the fee. This report will include copies of all data, models, and other materials used in the analysis. The administrative draft will be available for staff review prior to the draft Nexus Study, which will be available for broader circulation.

EPS will be available to participate in one stakeholder outreach meeting at which we will review the objectives and scope of the study and the preliminary fee calculations.

Corresponding RFQ task list items:

- Prepare draft report for review by County Administrator's Office and impacted departments.*
- Attend public meetings regarding existing and proposed Public Facilities Fees.*

Phase III, Task 4: Board of Supervisors Hearing and Final Nexus Study

EPS will assist staff in presenting the fee update and the Draft Nexus Study to the Board of Supervisors. Following the BOS Hearing, EPS will revise the Nexus Study as necessary, reflecting input from the Board, and issue the Final Nexus Study.

Corresponding RFQ task list items:

- Finalize report.*
- Make presentation to Board of Supervisors and other agencies if requested.*

Phase III Deliverables: Administrative draft, draft, and final versions of the Nexus Study

Phase III Meetings: One (1) public stakeholder outreach meeting and one (1) BOS Public Hearing for Adoption

Schedule

A revised project schedule by task is provided in **Figure 1**. As shown, we estimate that the consultant team can complete the above Scope of Work within four months. This estimate assumes that required County data and input are provided on a timely basis. EPS is prepared to begin work immediately upon authorization to proceed. The actual project schedule will be formalized during the initiation meeting and updated, if necessary, and upon consultation with the client, on a periodic basis.

Task/Description	September 2018	October 2018	November 2018	December 2018
Phase I - Study Implementation Plan				
Task 1: Project Initiation and Project Management	M			
Task 2: Develop Critical Study Parameters and Assumptions		D		
Task 3: Consider Policy and Implementation Issues				
Phase II - Technical Analysis				
Task 1: Develop Public Protection, Health and Social Services, Library, and General Government Programs		M		
Task 2: Nexus Analyses and Preliminary Maximum Fee Calculations			M	D
Phase III - Fee Implementation				
Task 1: Fee Comparison Analysis				
Task 2: Address Policy and Implementation Issues				
Task 3: Draft Nexus Study				S/D
Task 4: Board of Supervisors Hearing and Final Nexus Study				H/D
<p>M shows meetings with City staff. S indicates a stakeholder public outreach meeting. H indicates a public hearing (BOS). D indicates project deliverables.</p>				

Exhibit A-1
FEHR & PEERS – SCOPE OF WORK

Task 1: Project Kick-off

Fehr & Peers will meet with the project team for a kick-off meeting to align expectations for this fee program update.

Task 2: Update Project List and Cost Estimates

The list of capital improvement projects eligible for funding through the RTIF will be adjusted to include up to five additional projects. STA staff will provide a definition of each additional project, and will also provide a rough cost estimate for each project. Fehr & Peers will evaluate each of the additional projects for consistency with the RTIF program's criteria for eligibility; if any of the additional projects do not seem to align with the eligibility criteria, we will raise this issue for discussion with the project team before proceeding.

Task 3: Update Growth Projections

It is our assumption that EPS will be reviewing and potentially updating the countywide growth projections as part of their work on updating other County impact fee programs. Fehr & Peers will provide the Solano-Napa Activity-Based Model (ABM) TAZ system to EPS, and assume that EPS will give us updated growth projections in that TAZ format. We will review the growth projections and will raise any issues for discussion with the project team before proceeding.

Task 4: Conduct Nexus Analysis

Following the same methods as used in the original RTIF nexus study, the nexus analysis will include two steps. The first step is to determine whether there are any existing deficiencies at the locations of the new capital improvement projects. As in the original RTIF study, the determination of existing deficiencies will be drawn from the results of prior traffic analyses, and no new traffic data will be collected.

The second step of the nexus analysis is to estimate the amount of future usage of the additional capital facilities that is regional in nature, and thus will be subject to the regional impact fee. Fehr & Peers will incorporate the growth projections described in Task 3 into the Solano-Napa ABM, and will also ensure that the model network includes the additional capital improvement projects described in Task 2. We will apply the model and use the results to calculate the percentage of new regional trips on each of the additional RTIF capital projects described in Task 2.

(It should be noted that the original RTIF nexus study was conducted in 2012/13, and used the Solano-Napa travel demand model that was available at that time. Over the past few years, a new activity-based model has been developed for Solano-Napa, and is now the officially supported model for new applications. Therefore, this updated nexus analysis will use the new ABM, but it should be recognized that this is a different analytical tool than was used in the original nexus study.)

Task 5: Documentation and Coordination with Project Team

The results of the analysis described above will be documented in a draft technical memorandum and submitted to the project team. We will respond to one round of consolidated comments and will finalize the memo. It is presumed that the technical results presented in the memo will be used by EPS in their preparation of a formal nexus report.

Fehr & Peers staff will be available to participate in up to three meetings in Solano County; it is presumed that this will involve one meeting with the STA TAC, one meeting with the STA Board,

and one presentation to the Board of Supervisors, although the exact nature of the meetings can be determined as the project progresses. We will also be available to participate in up to three conference calls with the project team.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION AND FEE SCHEDULE

This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed \$102,220 which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies. Payment for Contractor’s services shall be made in accordance with the task and/or milestones set forth in the Proposed Budget, attached to, and incorporated into this Exhibit as Exhibit B-1 totaling \$57,420. This does not include the subcontractor budget allocation for Fehr & Peers to completed the Transportation portion of the fee update which is outlined in Exhibit A-1 totaling \$44,800 These fees are further outlined in Exhibit B-2 herein. All fees associated with the scope of work for both EPS and Fehr & Peers will be billed to Solano County through EPS. Solano County will subsequently receive reimbursement for the Transportation portion of the study from Solano Transportation Authority (STA).

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT B -1
EPS Budget

The following table outlines the budget for EPS, excluding the Transportation portion of the fee update.

Phase/Task	J. Moody <i>Principal-in-Charge</i>	A. Kanat <i>Project Manager</i>	A. Gade <i>Associate</i>	<i>Production Staff</i>	Labor Subtotal	Direct Expenses	Total
Phase I - Study Implementation Plan							
Task 1: Project Initiation and Project Management	4	6	8	0	\$3,790	\$50	\$3,840
Task 2: Develop Critical Study Parameters and Assumptions	6	10	8	1	\$5,370	\$0	\$5,370
Task 3: Consider Policy and Implementation Issues	<u>6</u>	<u>8</u>	<u>4</u>	<u>0</u>	<u>\$4,170</u>	<u>\$0</u>	<u>\$4,170</u>
Subtotal, Phase I	16	24	20	1	\$13,330	\$50	\$13,380
Phase II - Technical Analysis							
Task 1: Develop Public Protection, Health and Social Services, Library, and General Government Programs	10	16	16	0	\$9,070	\$0	\$9,070
Task 2: Nexus Analyses and Preliminary Maximum Fee Calculations	<u>8</u>	<u>16</u>	<u>24</u>	<u>1</u>	<u>\$9,890</u>	<u>\$0</u>	<u>\$9,890</u>
Subtotal, Phase II	18	32	40	1	\$18,960	\$0	\$18,960
Phase III - Fee Implementation							
Task 1: Fee Comparison Analysis	6	10	20	1	\$7,290	0	\$7,290
Task 2: Address Policy and Implementation Issues	8	10	15	0	\$6,950	\$0	\$6,950
Task 3: Draft Nexus Study	6	10	12	1	\$6,010	\$0	\$6,010
Task 4: Board of Supervisors Hearing and Final Nexus Study	<u>6</u>	<u>10</u>	<u>4</u>	<u>1</u>	<u>\$4,730</u>	<u>\$100</u>	<u>\$4,830</u>
Subtotal, Phase III	26	40	51	3	\$24,980	\$100	\$25,080
TOTAL HOURS	60	96	111	5			
TOTAL BUDGET					\$57,270	\$150	\$57,420
<i>2018 Hourly Billing Rates</i>	<i>\$275</i>	<i>\$235</i>	<i>\$160</i>	<i>\$90</i>			

EXHIBIT B -2
FEHR & PEERS BUDGET

The following table outlines the budget for Fehr & Peers for the Transportation portion of the fee update.

Fee Proposal for Solano County RTIF Update

	Principal	Modeling Expert	Transp. Planner	Graphics	Admin	Labor Hours	Direct Costs	Total	Total Hours	Total Costs
Tasks	\$315	\$205	\$155	\$140	\$130					
Task 1 - Kick-off										
1.1 Kickoff Meeting	4		4		1	9	\$140	\$2,150	9	\$2,150
Task 2 - Update Project List and Costs										
2.1 Add Projects and Costs	2		6		1	9	\$120	\$1,810	9	\$1,810
2.2 Consistency with Eligibility Criteria	2		6		1	9	\$120	\$1,810	9	\$1,810
Task 3 - Update Growth Projections										
3.1 Incorporate into Solano-Napa ABM	2	6	16		3	27	\$330	\$5,060	27	\$5,060
Task 4 - Conduct Nexus Analysis										
4.1 Determine Existing Deficiencies	2		8		1	11	\$140	\$2,140	11	\$2,140
4.2 Conduct Modeling	6	12	60		10	88	\$1,050	\$16,000	88	\$16,000
Task 5 - Documentation and Coordination										
5.1 Prepare Technical Memorandum	8		20	12	5	45	\$560	\$8,510	45	\$8,510
5.2 Attend Meetings (3) and Conference Calls (3)	15		11		3	29	\$480	\$7,300	29	\$7,300
Total for all Tasks	41	18	131	12	25	227	\$2,940	\$44,780	227	\$44,780

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of

applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

- (1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

- (2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's negligent operations or from any persons directly or indirectly

employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed

under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their

immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.