

**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 & Planning Systems, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

March 26, 2013 to December 31, 2014

3. The maximum amount of this Contract is:

\$369,860

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

The parties have executed this Contract as of the 26 day of March, 2013.

| CONTRACTOR                         |         | COUNTY OF SOLANO                           |  |
|------------------------------------|---------|--|--|
| Economic & Planning Systems, Inc.  |         | <i>Birgitta E. Corsello</i> 3/26/13        |  |
| CONTRACTOR'S NAME                  |         | AUTHORIZED SIGNATURE, DATED                |  |
| <i>[Signature]</i>                 | 3-15-13 | Birgitta E. Corsello, County Administrator |  |
| SIGNATURE                          | DATED   | PRINTED NAME AND TITLE                     |  |
| David Zehnder, Managing Principal  |         | 675 Texas Street, Suite, 6500              |  |
| PRINTED NAME AND TITLE             |         | ADDRESS                                    |  |
| <i>[Signature]</i>                 | 3-15-13 | Fairfield CA 94533                         |  |
| SIGNATURE                          | DATED   | CITY STATE ZIP CODE                        |  |
| Jamie Gomes, Managing Principal    |         | Approved as to Content:                    |  |
| PRINTED NAME AND TITLE             |         | <i>[Signature]</i> 3/25/2013               |  |
| 2295 Gateway Oaks Drive, Suite 250 |         | DEPARTMENT HEAD OR DESIGNEE DATED          |  |
| ADDRESS                            |         | Approved as to Form:                       |  |
| Sacramento CA 95833-4210           |         | <i>Bernadette Curry</i> 3/15/13            |  |
| CITY STATE ZIP CODE                |         | COUNTY COUNSEL DATED                       |  |

Rev. 01/19/07

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- a) For the analysis, preparation, production and community engagement related to the Solano County Economic Diversification Study Project.
- b) The planned tasks are outlined in the proposal from the Contractor, incorporated into this Exhibit as Attachment A-1, and the approved grant from the Office of Economic Adjustment, incorporated into this Exhibit as Attachment A-2.
- c) All supporting documentation required to meet the grant reporting requirements, incorporated into this Exhibit as Attachment A-3, must be submitted to the County within 10 days of the conclusion each grant reporting period listed below:

| <b>Reporting Period</b> | <b>Period Dates</b>     |
|-------------------------|-------------------------|
| Period 1                | 1/1/2013 to 3/31/2013   |
| Period 2                | 4/1/2013 to 6/30/2013   |
| Period 3                | 7/1/2013 to 9/31/2013   |
| Period 4                | 10/1/2013 to 12/31/2013 |
| Period 5                | 1/1/2014 to 3/31/2014   |
| Period 6                | 4/1/2014 to 6/30/2014   |

**2. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- a) Providing management oversight of the Economic Diversification Study Project to ensure the anticipated outcomes are achieved.
- b) Serving as the release authority of the data and analysis obtained and generated in the course of this project.
- c) Administering the Office of Economic Adjustment grant to ensure timely reimbursements of allowable expenses under the terms of the grant agreement.

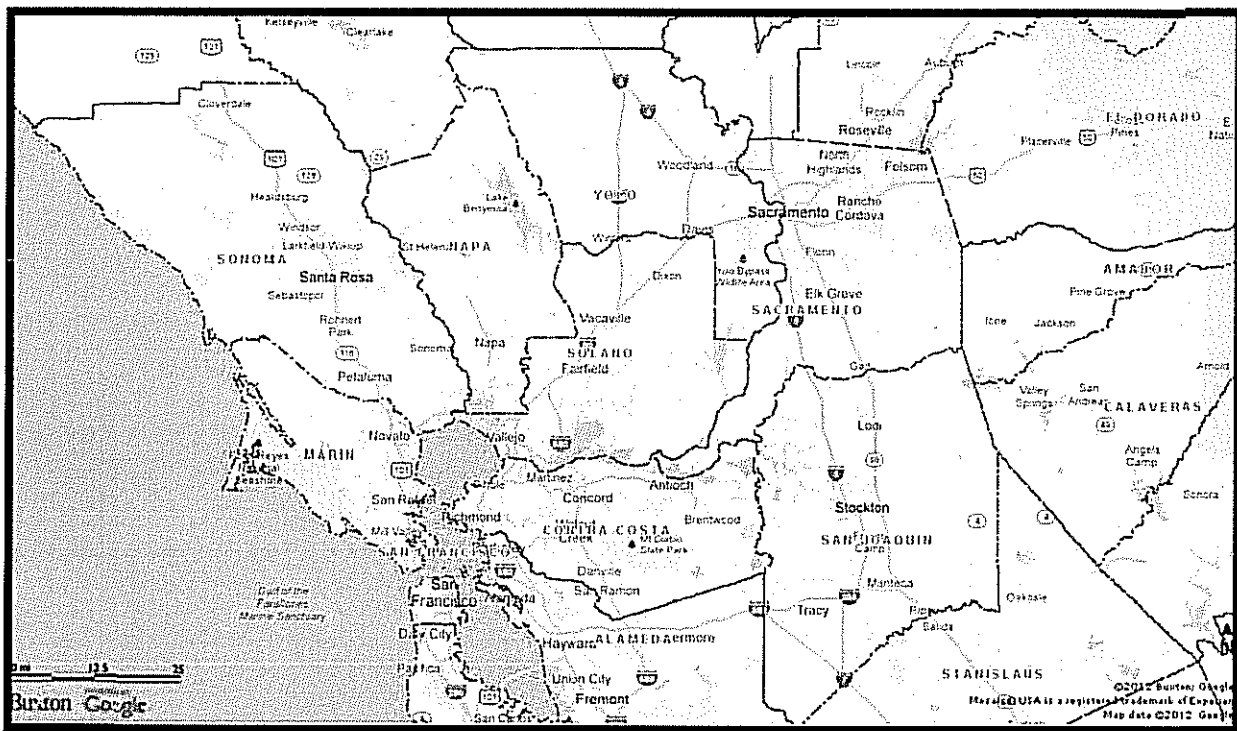
**3. OTHER DUTIES:**

- a) It understood that the Scope of Work described in this Exhibit may require adjustments to address unanticipated tasks required to complete the Economic Diversification Study Project. Both parties agree to confer and make such amendments to the Scope of Work that are consistent with the grant guidelines and do not exceed the total compensation listed in Exhibit B.



beneficiaries in the immediate San Francisco-Sacramento vicinity and 377,000 Department of Veteran Affairs Northern California Health Care System eligible beneficiaries.

As the county's single largest employer, TAFB represents a significant cultural and economic impact on Solano County. TAFB employs 7,195 active duty military, 2,844 Air Force Reservists and 2,731 Department of Defense (DoD) and other civilian employees. This represents more than 6% of the local industry employment in Solano County. The base contributes more than \$1.5 billion annually to the local economy, which stood at \$13.93 billion in total gross domestic product in 2010. In addition, veterans account for nearly 10% of the county's population.



Solano County is a suburban agricultural county of 413,786 residents that straddles the Bay Area and the Sacramento Area economic regions. The county is a net exporter of labor, with more than 76,000 residents commuting out of the county for jobs versus nearly 30,000 commuting into the county. According to the California Economic Development Department, the unemployment rate for the county was 10.3% in July 2012—down from 11.9% in July 2011. The estimated civilian labor force was 219,000 with civilian employment at 196,400. Total of all industry employment of firms located in Solano County was 121,800. Government is the leading source of employment in the civilian sector, with 23,200 federal, state and local jobs accounting for 19.1% of total local industry employment. Retail trade (17,000/14.0%), Health Care (15,800/13.0%), Leisure & Hospitality (14,900/12.2%) and Professional & Business Services (9,000/7.4%) rounded out the top five industry sectors in July 2012.

## **OBJECTIVES AND NEED FOR ADDITIONAL ASSISTANCE**

The County seeks to develop a countywide economic strategic approach to further diversify the Solano County economy so that the local economy is not dependent on TAFB defense expenditures and to create a sustainable economic base that enables residents and businesses to thrive and prosper independent of budget cycles and changing priorities related to defense spending. To this end, the County of Solano seeks to understand the full range of the economic impact and the relationships of TAFB and the industries in the region that support, rely on, benefit from, or are synergistic partners to the military base, including but not limited to the Trade & Logistics and Health & Social Services industry clusters in the community.

This Economic Diversification Study Project (EDSP) will build upon the groundwork established by Solano County through a series of local economic summits held by the County that led to the *Solano County Economic Development Strategic Framework* (2007), the development of the Solano County General Plan (2008), and a series of economic studies funded by the County to understand local economic conditions, including the *Index of Economic and Community Progress* (2008, 2009, 2010, 2011) and industry cluster studies on the life science (2009), energy (2009), and food chain (2011) sectors. Solano County will serve as the lead on this project, but will engage a consultant and a variety of existing organizations that are already in place that actively engage in collaborative efforts among the County and the seven cities in areas related to public policy and economic development. These organizations include, but are not limited to, the Solano Economic Development Corporation, the Travis Regional Armed Forces Committee, the City County Coordinating Council, the Travis Community Consortium, the Mayors Council, the Solano County Workforce Investment Board, the Solano College Small Business Development Center, the Solano Transportation Authority, and the Solano Center for Business Innovation.

Solano County will act as the sponsor and grant applicant for this project and is requesting a grant in the amount of \$369,860 to prepare the Economic Diversification Study. Most of this cost will be contractual services, with a Solano County match of \$41,140 provided through in-house staffing, for a total project budget of \$411,000. The proposed grant period for this effort is 18 months with a grant start date of January 1, 2013 and ending on June 30, 2014.

## **RESULTS OR BENEFITS EXPECTED**

As a result of this Economic Diversification Study Project, the County anticipates the following key outcomes:

- 1) An assessment of the overall industry clusters in Solano County and the subset of these clusters that support, rely on, benefit from, or have synergistic partnerships with the existence of TAFB;
- 2) An assessment of the workforce in Solano County and the ability of the workforce and local industry to meet the demands of a more diversified economy related to existing industry areas or to evolve into a workforce that can satisfy potential new industry opportunities;
- 3) A better understanding of the workforce/talent leakage to neighboring regions;
- 4) An assessment of the potential opportunities to further diversify the Solano County economy and complement the County's vision; and

- 5) The recommendation of a countywide economic diversification strategic approach that identifies courses of action to refine economic development initiatives to expand and further diversify the economic base of Solano County.

**APPROACH AND TIMELINE**

The County will solicit and hire a consultant to prepare the Economic Diversification Study. The consultant also will serve as the Project Manager for the study. The primary consultant selected may elect to utilize additional experts and sub-consultants as needed, with the concurrence of the County, to complete the Economic Diversification Study Project leading to a countywide economic diversification strategic approach designed to further diversify the local economy. The consultant and any other subcontractors will agree to all assurances and certifications required of the County.

As indicated earlier in this grant narrative, the grant period proposed for this project is 18 months to begin on January 1, 2013 and end on June 30, 2014. The following table outlines the project timeline and phases, many of which will be concurrent rather than sequential, and are associated with the tasks described in the Scope of Work:

| MILESTONES                                       | EST. COMPLETION DATE |
|--|----------------------|
| <b>Project Initiation</b>                        | January 1, 2013      |
| • Conduct RFP Process                            | February 15, 2013    |
| • Contract Award                                 | March 1, 2013        |
| • Project Kick-Off Meeting                       | March 15, 2013       |
| <b>Task 1: Project Management</b>                | Ongoing              |
| <b>Task 2: Develop Leadership Group</b>          | June 15, 2013        |
| <b>Task 3: Economic and Workforce Analysis</b>   | April 1, 2014        |
| <b>Task 4: Economic Diversification Strategy</b> | June 30, 2014        |

**PRODUCTS or DELIVERABLES**

The final deliverable for this project will be an Economic Diversification Study for Solano County per the Scope of Work. The Economic Diversification Study and any publically releasable product related to this grant will include the following disclaimer statement on the title page:

“This study was prepared under contract with Solano County, California, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of Solano County and does not necessarily reflect the views of the Office of Economic Adjustment.”

## SOLANO COUNTY ECONOMIC DIVERSIFICATION STUDY PROJECT

### SCOPE OF WORK

Solano County will issue a Request for Proposals to seek qualified firms to prepare an Economic Diversification Study by completing the tasks outlined in this Scope of Work. Timeline target dates are based on days from the project meeting kickoff, which is estimated to be March 15, 2013. Specific tasks anticipated to be completed within the Scope of Work include:

| <b>Task 1 – Project Management Function:</b> The consultant will serve as the overall project manager for the Economic Diversification Study Project. |   | <b>Target Completion Date</b> |
|---|---|-------------------------------|
|   | <ul style="list-style-type: none"> <li><i>Estimated Share of Total Project Time: 20%</i></li> </ul>   |                               |
| 1.1   | Develop, present and maintain a complete project management plan in Microsoft Project or other software   | Ongoing                       |
| 1.2   | Provide monthly project status reports to the County and the Leadership Group, once formed  | Ongoing                       |
| 1.3   | Facilitate project meetings   | Ongoing                       |
| 1.4   | Establish and guide a Leadership Group (see Task 2)   | Ongoing                       |
| 1.5   | Coordinate sub-consultants to conduct economic and workforce analyses (see Task 3)  | Ongoing                       |
| 1.6   | Facilitate the development of the Economic Diversification Study and the dissemination of the project outcomes (see Task 4)   | Ongoing                       |
| 1.7   | Develop and implement an overall public engagement strategy to encourage stakeholder participation as well as to inform local political entities, stakeholders, media and the general public on the project and its outcomes. | Ongoing                       |
| 1.7.1   | Engagement activities should include, but is not limited to, a web presence, e-mail blasts, talking points, collateral materials, and press releases.   |                               |

| <b>Task 2 – Develop a Leadership Group:</b> Identify, establish and maintain a Leadership Group to guide the development and implementation of the Economic Diversification Study Project. |   | <b>Target Completion Date</b> |
|--|---|-------------------------------|
|  | <ul style="list-style-type: none"> <li><i>Estimated Share of Total Project Time: 4%</i></li> </ul>  |                               |
| 2.1  | Conduct a social and organizational network analysis to identify membership in the Leadership Group as well as participants in the economic development strategy process. | Day 60                        |
| 2.2  | Develop an organizational structure to support the Leadership Group and decision-making.  | Day 120                       |

|       |   |  |
|-------|---|--|
| 2.2.1 | Develop roles and responsibilities of the Leadership Group, to include bylaws and procedures for this group will to operate in accordance with public meeting laws. |  |
| 2.2.2 | Establish a mission statement, goals and objectives for the Leadership Group.   |  |

|                       | <b>Task 3 – Conduct Economic and Workforce Analyses:</b> Identify the factors, industry clusters and other opportunities to influence the local economic conditions and Identify sustainable ways to track changes to key economic indicators. <ul style="list-style-type: none"> <li><i>Estimated Share of Total Project Time: 59%</i></li> </ul>  | <b>Target Completion Date</b> |
|-----------------------|---|-------------------------------|
| 3.1                   | Conduct a Strength, Weakness, Opportunity and Threat (SWOT) Analysis of Solano County – from the global to local perspective – with regional stakeholders.  | Day 150                       |
| 3.2<br>3.2.1          | Map Solano County’s economic assets and conduct a gap analysis.<br><br>Economic assets include but are not limited to: human capital; financial capital; research and development institutions; industrial base; infrastructure (transportation, utilities, communications/data, continuum of education and workforce training, etc.); and the legal and regulatory environment.  | Day 210                       |
| 3.3<br>3.3.1          | Conduct a meta-analysis of existing studies to determine current validity, update as required to develop a baseline of economic data that measures local economic changes and progress on economic diversification, and develop a sustainable method to continue monitoring these key economic indicators.<br><br>Existing studies include but are not limited to the <i>Solano County Economic Development Strategic Framework (2007)</i> , <i>Solano County Index of Economic and Community Progress (2008, 2009, 2010 and 2011)</i> ; <i>Solano County’s Life Science Cluster (February 2009)</i> ; <i>Solano County’s Energy Cluster (November 2009)</i> ; <i>The Food Chain Cluster: Integrating the Food Chain in Solano and Yolo Counties to Create Economic Opportunity and Jobs (May 2011)</i> . | Day 210                       |
| 3.4<br>3.4.1<br>3.4.2 | Design and conduct survey(s), focus groups, and/or interviews to gather relevant quantitative and qualitative information from local/regional businesses and TAFB leaders that identify the needs of local businesses and opportunities that would encourage non-DoD job creation and long-term sustainability of the industry sector.<br><br>Quantitative data should include number, type and category of businesses (by 6 digit NAICS code if possible)<br><br>Qualitative data should include opportunities for economic collaboration through Intergovernmental Partnership Agreements and other public-public authorities.  | Day 210                       |
| 3.5                   | Identify the industry clusters influencing the local economy and the opportunities/challenges to growing these clusters.  | Day 330                       |



|                           |  |                |
|---------------------------|--|----------------|
| <p>3.5.1</p> <p>3.5.2</p> | <p>A subset of this cluster analysis examines the industries that support, rely on, benefit from or have synergistic partnerships with TAFB and the opportunities / challenges to diversify those industries, including but not limited to the Trade &amp; Logistics and Health &amp; Social Services industry clusters in the community.</p> <p>Analysis should include, but is not limited to, a characterization of the respective supply chains of the industry clusters, assets required to sustain the cluster, and existing industry leakage.</p> |                |
| <p>3.6</p> <p>3.6.1</p>   | <p>Conduct an analysis of the workforce demands of Solano County employers, potential additional public and private activities in the community, and the ability of Solano County residents to meet those workforce demands.</p> <p>A subset of this analysis is an examination of the commute patterns of Solano County residents by industry to determine the available skill sets for business retention/attraction and overall economic diversification.</p>   | <p>Day 330</p> |
| <p>3.7</p>                | <p>Conduct an update on the SWOT Analysis with the Leadership Group based on the information obtained from the economic and workforce analyses.</p>  | <p>Day 345</p> |

|  |  |                                      |
|--|--|--------------------------------------|
|  | <p><b>Task 4 – Develop Economic Diversification Strategic Approach:</b> Based on the analysis and information gathered in Task 3, identify general and specific actions that the public and private sector entities throughout the county may choose to employ to diversify, sustain and expand the local economy.</p> <ul style="list-style-type: none"> <li><i>Estimated Share of Total Project Time: 17%</i></li> </ul>   | <p><b>Target Completion Date</b></p> |
| <p>4.1</p>   | <p>Develop strategies by cluster to capitalize on the strengths/opportunities and mitigate and/or overcome the weaknesses/threats.</p>   | <p>Day 375</p>                       |
| <p>4.2</p> <p>4.2.1</p> <p>4.2.2</p> <p>4.2.3</p> <p>4.2.4</p> | <p>Prepare a draft Economic Diversification Strategic Approach.</p> <p>Validate the draft Economic Diversification Strategic Approach with the Leadership Group.</p> <p>In coordination with the Leadership Group, determine the scope and detail of the Economic Diversification Strategic Approach to be shared openly with the general public, in consideration of proprietary and/or sensitive information.</p> <p>In coordination with the Leadership Group, determine the relevant stakeholders to receive the non-publically releasable scope and detail of the Economic Diversification Strategic Approach.</p> <p>In coordination with the Leadership Group, determine how the non-publically releasable scope and detail of the Economic Diversification Strategic Approach will be communicated to the relevant stakeholders.</p> | <p>Day 405</p>                       |
| <p>4.3</p>   | <p>Prepare and print final Economic Diversification Strategic Approach documents – one public, one close hold.</p>   | <p>Day 445</p>                       |

|   |  |                |
|---|--|----------------|
| <p><b>4.3.1</b></p> <p><b>4.3.2</b></p> <p><b>4.3.3</b></p> <p><b>4.3.4</b></p> <p><b>4.3.5</b></p> | <p>Design final reports for distribution in print format and electronic format.</p> <p>Print a minimum 50 copies of the publically releasable final report in paper format.</p> <p>Print 25 copies of the close hold report in paper format.</p> <p>Make electronic copies of the publically releasable documents available for posting on the websites of participating stakeholders.</p> <p>The study/report, in print and electronic format, shall include the following disclaimer statement on the title page:</p> <p>“This study was prepared under contract with Solano County, California, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of Solano County and does not necessarily reflect the views of the Office of Economic Adjustment.”</p> |                |
| <p><b>4.4</b></p> <p><b>4.4.1</b></p> <p><b>4.4.2</b></p>   | <p>Conduct two forums on the Economic Diversification Study Project.</p> <p>Conduct a public forum, engaging the integrated audiences of the public sector, business sector and community groups that have participated in past Economic Summits held by Solano County to communicate the outcome of the Economic Diversification Study Project.</p> <p>Conduct a private forum, engaging the Leadership Group and relevant stakeholders for a close hold briefing to communicate the outcome of the Economic Diversification Study Project.</p>   | <p>Day 465</p> |

# SOLANO COUNTY ECONOMIC DIVERSIFICATION STUDY PROJECT

## BUDGET JUSTIFICATION

The total budget for this grant request, achieving the objectives outlined in the Narrative and Scope of Work, is estimated to be \$411,000. Solano County requests OEA grant funding in the amount of \$369,860 for consultant costs with a non-federal match of \$41,140 from Solano County staff time. The County's estimates for consultant services are based on past experience on similar studies, including the series of economic summits and studies identified as laying the groundwork for this project. The recommendations and issues identified in the *Index of Economic and Community Progress*, the three industry cluster analyses and the series of local economic summits formed the basis of the Scope of Work. These other studies were used and considered to calculate an estimated cost for the Scope of Work. The County will fund the non-federal match, a minimum of 10% of the total grant budget, in accordance with the following cost-sharing analysis.

### *Cost-Sharing*

|                            |                  |
|----------------------------|------------------|
| <b>Total Grant Budget:</b> | <b>\$411,000</b> |
| <b>Federal Share:</b>      | <b>\$369,860</b> |
| <b>Non-Federal Share:</b>  | <b>\$41,140</b>  |

Non-federal funds will be provided by Solano County, which are \$41,140 based on the Economic Diversification Study Project budget. These matching funds will be provided in personnel and fringe benefit category costs.

### *Personnel Category*

|                          |                 |
|--------------------------|-----------------|
| <b>Total:</b>            | <b>\$28,972</b> |
| <b>Federal Share:</b>    | <b>\$0</b>      |
| <b>Non-Federal Share</b> | <b>\$28,972</b> |

The following Solano County staff positions and allocated time are included in the proposed budget:

- 1) *Project Position: EDSP Project Leader.* The EDSP Project Leader function will be filled by the Solano County Assistant County Administrator.

*Base Annual Salary:* \$188,510

*Time devoted to EDSP:* Average of 4 hours per month for the duration of the project plus an initial 20 hours for project establishment.

92 project hours x \$90.63 per hour = \$8,338

*Description of Position:* The EDSP Project Leader will support the project by providing senior management oversight for the project and the EDSP Grant Administrator to ensure the Economic Diversification Study Project remains on task, on time and on budget. Monitoring project status/progress, approving reports prepared by the consultant and grant administrator, and participating in meetings established by the consultant as necessary.

2) *Project Position: EDSP Grant Administrator.* The EDSP Grant Administrator function will be filled by the Solano County Public Communications Officer.

*Base Annual Salary:* \$100,984

*Time devoted to EDSP:* Average of 22.5 hours per month for the duration of the project plus an initial 20 hours for project establishment.

425 project hours x \$48.55 per hour = \$20,634

*Description of Position:* The EDSP Grant Administrator will support the project by providing grant administration and project oversight of the consultant. Duties will include attending meetings established by the consultant as necessary, reviewing/critiquing reports received from the consultant, preparing grant performance reports and reimbursement requests and other grant post award requirements, and working with the project Leadership Group in the development and implementation of the various components of the Economic Diversification Study Project.

***Fringe Benefit Category:***

**Total:** \$12,168  
**Federal Share:** \$0  
**Non-Federal Share:** \$12,168

*Project Positions:* EDSP Project Leader and EDSP Grant Administrator.

*County Fringe Benefit Rate:* 42%, including payroll taxes, insurance and pension plans. The fringe benefit rate of 42% is in accordance with Solano County's standard fringe benefit rate.

*EDSP Fringe Match:* \$28,972 x 42% = \$12,168

| <b>SUMMARY OF PERSONNEL AND FRINGE COSTS</b> |                           |                    |  |                 |
|--|---------------------------|--------------------|--|-----------------|
| <b>Position</b>                              | <b>Base Annual Salary</b> | <b>Hourly Rate</b> | <b>Percent devoted to project over 18 month period</b> | <b>Total</b>    |
| EDSP Project Leader                          | \$188,510                 | \$90.63            | 2.95% or 92 project hours                              | \$8,338         |
| EDSP Grant Administrator                     | \$100,984                 | \$48.55            | 13.62% or 425 project hours                            | \$20,634        |
| <b>Total Personnel</b>                       |                           |                    |  | <b>\$28,972</b> |
| <b>Total Fringe Benefits</b>                 |                           |                    | \$28,972 at 42%  | <b>\$12,168</b> |
| <b>Total Personnel and Fringe</b>            |                           |                    |  | <b>\$41,140</b> |

***Contractual Category:***

**Total:** \$369,860  
**Federal Share:** \$369,860  
**Non-Federal Share:** \$0

Federal grant funds will be used to hire a consultant for the Economic Diversification Study Project. The consultant will be experienced in facilitating community forums related to economic diversification topics and managing subcontractors in the delivery of economic studies.

All procurements with OEA grant funds will be in accordance with applicable state and local laws and regulations, and applicable federal laws and standards, including compliance with 32 CFR Part 33, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments." Selection criteria will be included in all Requests for Proposals, with cost as a factor.

Upon OEA approval of the Economic Diversification Study Project grant application, the County of Solano will issue a Request for Proposals (RFP) for a qualified consultant to accomplish tasks as outlined in the Scope of Work. The County will follow its standard RFP and contracting procedures and guidelines concerning published notices, adherence to deadlines for proposal submittal and review, and compliance with local and federal procurement requirements. A RFP Review Committee will review submitted proposals and select the most qualified consultant for the project based on proposed cost, pertinent experience, and the ability to address the informational and organizational needs of the project. The contract with the consultant will go before the County of Solano Board of Supervisors for approval. The County Administrator is the authorizing official on this project and will sign the contract with the selected consultant after vote by the Board for approval.

***Budget for contractual services:*** (\$369,860 Federal share and \$0 non-Federal share). This amount is based on an estimate of services required, and the final budget for contractual services will be determined through the procurement process described above. The project budget developed by the consultant will provide information on the total hours and costs required to complete the tasks delegated to the consultant in the Scope of Work. Although cost will be an important consideration in the selection process, it will not be the sole factor upon which the selection will be based.

The methodology used to estimate the cost of contractual services was based on past experience with projects of similar nature and complexity, including the series of economic summits and studies identified as laying the groundwork for this project, and informal discussions with relevant subject matter experts. The recommendations and issues identified in the *Index of Economic and Community Progress*, the three industry cluster analyses and the series of local economic summits formed the basis of the Scope of Work. These studies were used and considered to calculate an estimated cost for the Scope of Work. The County anticipates that the project management and other consultant tasks will require approximately 2,725 contractual hours at an average cost of \$125 per hour plus approximately \$29,235 in other costs to the consultants, which results in total consultant costs of \$369,860. Please see the detailed budget estimate for contractual services below.

***Detailed Budget Estimate for Contractual Services:***

Solano County developed an estimated contractual budget for the Economic Diversification Study Project based on past experiences in producing economic studies. The "Other Costs" column represents such anticipated costs as room rentals, support materials needed for facilitated meetings, printing of various materials, public notices, and postage. The requested funding is for the completion of the Economic Diversification Study Project, and the County may shift estimated hours and funds from task to task in order to meet the overall objectives of the project, as long as it stays within the total project budget.

| <b>Task 1 – Project Management Function</b> |   | <b>Estimated Hours</b> | <b>Hourly Costs</b> | <b>Other Costs</b> | <b>Budget</b>   |
|---|---|------------------------|---------------------|--------------------|-----------------|
| <b>1.1</b>                                  | Develop, present and maintain a complete project management plan in Microsoft Project or other software   | 40                     | \$5,000             |                    | \$5,000         |
| <b>1.2</b>                                  | Provide monthly project status reports to the County and the Leadership Group, once formed  | 40                     | \$5,000             |                    | \$5,000         |
| <b>1.3</b>                                  | Facilitate project meetings   | 50                     | \$6,250             | \$10,000           | \$16,250        |
| <b>1.4</b>                                  | Establish and guide a Leadership Group  | 50                     | \$6,250             |                    | \$6,250         |
| <b>1.5</b>                                  | Coordinate sub-consultants to conduct economic and workforce analyses   | 200                    | \$25,000            |                    | \$25,000        |
| <b>1.6</b>                                  | Facilitate the development of the Economic Diversification Study and the dissemination of the project outcomes  | 100                    | \$12,500            |                    | \$12,500        |
| <b>1.7</b>                                  | Develop and implement an overall public engagement strategy to encourage stakeholder participation as well as to inform local political entities, stakeholders, media and the general public on the project and its outcomes. | 60                     | \$7,500             | \$6,985            | \$14,485        |
| <b>Task 1 SUBTOTAL</b>                      |   | <b>540</b>             | <b>\$67,500</b>     | <b>\$16,985</b>    | <b>\$84,485</b> |

| <b>Task 2 – Develop a Leadership Group</b> |   | <b>Estimated Hours</b> | <b>Hourly Costs</b> | <b>Other Costs</b> | <b>Budget</b>   |
|--|---|------------------------|---------------------|--------------------|-----------------|
| <b>2.1</b>                                 | Conduct a social and organizational network analysis to identify membership in the Leadership Group as well as participants in the economic development strategy process. | 75                     | \$9,375             | \$2,000            | \$11,375        |
| <b>2.2</b>                                 | Develop an organizational structure to support the Leadership Group and decision-making.  | 40                     | \$5,000             |                    | \$5,000         |
| <b>Task 2 SUBTOTAL</b>                     |   | <b>115</b>             | <b>\$14,375</b>     | <b>\$2,000</b>     | <b>\$16,375</b> |

| <b>Task 3 – Conduct Economic and Workforce Analyses</b> |  | <b>Estimated Hours</b> | <b>Hourly Costs</b> | <b>Other Costs</b> | <b>Budget</b> |
|---|--|------------------------|---------------------|--------------------|---------------|
| <b>3.1</b>  | Conduct a Strength, Weakness, Opportunity and Threat (SWOT) Analysis of Solano County – from the global to local perspective – with regional stakeholders.                             | 60                     | \$7,500             | \$1,000            | \$8,500       |
| <b>3.2</b>  | Map Solano County’s economic assets and conduct a gap analysis.  | 220                    | \$27,500            |                    | \$27,500      |
| <b>3.3</b>  | Conduct a meta-analysis of existing studies to determine current validity, update as required to develop a baseline of economic data that measures local economic changes and progress | 300                    | \$37,500            |                    | \$37,500      |

|                        |  |              |                  |                |                  |
|------------------------|--|--------------|------------------|----------------|------------------|
|                        | on economic diversification, and develop a sustainable method to continue monitoring these key economic indicators.  |              |                  |                |                  |
| 3.4                    | Design and conduct survey(s), focus groups, and/or interviews to gather relevant quantitative and qualitative information from local/regional businesses and TAFB leaders that identify the needs of local businesses and opportunities that would encourage non-DoD job creation and long-term sustainability of the industry sector. | 350          | \$43,750         |                | \$43,750         |
| 3.5                    | Identify the industry clusters influencing the local economy and the opportunities/ challenges to growing these clusters.  | 320          | \$40,000         |                | \$40,000         |
| 3.6                    | Conduct an analysis of the workforce demands of Solano County employers, potential additional public and private activities in the community, and the ability of Solano County residents to meet those workforce demands.  | 320          | \$40,000         |                | \$40,000         |
| 3.7                    | Conduct an update on the SWOT Analysis with the Leadership Group based on the information obtained from the economic and workforce analyses.   | 40           | \$5,000          | \$1,000        | \$6,000          |
| <b>Task 3 SUBTOTAL</b> |  | <b>1,610</b> | <b>\$201,250</b> | <b>\$2,000</b> | <b>\$203,250</b> |

| <b>Task 4 – Develop Economic Diversification Strategic Approach</b> |   | <b>Estimated Hours</b> | <b>Hourly Costs</b> | <b>Other Costs</b> | <b>Budget</b>   |
|---|---|------------------------|---------------------|--------------------|-----------------|
| 4.1   | Develop strategies by cluster to capitalize on the strengths/opportunities and mitigate and/or overcome the weaknesses/threats. | 100                    | \$12,500            |                    | \$12,500        |
| 4.2   | Prepare a draft Economic Diversification Strategic Approach.  | 200                    | \$25,000            |                    | \$25,000        |
| 4.3   | Prepare and print final Economic Diversification Strategic Approach documents – one public, one close hold.                     | 100                    | \$12,500            | \$2,250            | \$14,750        |
| 4.4   | Conduct two forums on the Economic Diversification Study Project.   | 60                     | \$7,500             | \$6,000            | \$13,500        |
| <b>Task 4 SUBTOTAL</b>  |   | <b>460</b>             | <b>\$57,500</b>     | <b>\$8,250</b>     | <b>\$65,750</b> |

|   |              |                  |                 |                  |
|---|--------------|------------------|-----------------|------------------|
| <b>ECONOMIC DIVERSIFICATION STUDY PROJECT TOTAL</b> | <b>2,725</b> | <b>\$340,625</b> | <b>\$29,235</b> | <b>\$369,860</b> |
|---|--------------|------------------|-----------------|------------------|

**Budget Summary**

The following table provides a summary breakdown of the total project budget into federal and non-federal share of costs:

| <b>ECONOMIC DIVERSIFICATION STUDY PROJECT BUDGET ESTIMATE</b> |                      |                          |                     |
|---|----------------------|--------------------------|---------------------|
| <b>Category</b>   | <b>Federal Share</b> | <b>Non-Federal Share</b> | <b>TOTAL Budget</b> |
| <b><u>Organization/Administration</u></b>                     |                      |                          |                     |
| EDSP Project Leader   | \$0                  | \$8,338                  | \$8,338             |
| EDSP Grant Administrator                                      | \$0                  | \$20,634                 | \$20,634            |
| <b>Total Personnel</b>  | <b>\$0</b>           | <b>\$28,972</b>          | <b>\$28,972</b>     |
| <b>Total Fringe Benefits</b>                                  | <b>\$0</b>           | <b>\$12,168</b>          | <b>\$12,168</b>     |
| <b>TOTAL: Organization/Administration</b>                     | <b>\$0</b>           | <b>\$41,140</b>          | <b>\$41,140</b>     |
| <b><u>Contractual Services</u></b>                            |                      |                          |                     |
| Task 1: Project Management Function                           | \$84,485             | \$0                      | \$84,485            |
| Task 2: Develop Leadership Group                              | \$16,375             |                          | \$16,375            |
| Task 3: Conduct Economic & Workforce Analysis                 | \$203,250            | \$0                      | \$203,250           |
| Task 4: Develop Economic Diversification Strategic Approach   | \$65,750             | \$0                      | \$65,750            |
| <b>TOTAL: Contractual Services</b>                            | <b>\$369,860</b>     | <b>\$0</b>               | <b>\$369,860</b>    |
| <b>TOTAL: EDSP BUDGET</b>                                     | <b>\$369,860</b>     | <b>\$41,140</b>          | <b>\$411,000</b>    |



**Grant Agreement  
for  
Travis AFB (DD)  
FAIN: HQ00051310084**

This Agreement is between the County of Solano, California, the Grantee, and Department of Defense, the Grantor, acting through the Office of Economic Adjustment (OEA). The Grantee will undertake community economic adjustment activities as described in the Application for Federal Assistance, dated December 12, 2012, at the estimated cost of \$411,000. The \$411,000 consists of \$369,860 from the Grantor and \$41,140 from non-Grantor sources.

1. Compliance by the Grantee

A. Overall Compliance: The Grantee's actions under this Grant shall comply with all applicable Federal, State, interstate, and local laws and regulations. The Grantee shall comply with the following: Part 33 of title 32, Code of Federal Regulations (CFR), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," Part 225 of title 2, CFR, "Cost Principles for State, Local, and Indian Tribal Governments," and Part 28 of title 32, CFR, "New Restrictions on Lobbying."

B. Debarment and Suspension: The Grantee agrees to comply with Parts 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," and 1125, "Department of Defense Nonprocurement Debarment and Suspension," of title 2, CFR. The Grantee also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Parts 180 and 1125.

C. Drug-Free Workplace: The Grantee agrees to comply with Subpart B, "Requirements for Recipients Other Than Individuals," of Part 26 of title 32, CFR, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)."

D. Hatch Act: The Grantee is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the Grantee should seek legal counsel.

E. Universal Identifier Requirements and Central Contractor Registration. The Grantee agrees to comply with the requirements of Part 25 of title 2, CFR, "Universal Identifier and Central Contractor Registration." The System for Award Management (SAM) has replaced the CCR system. The full text of this award term (as revised to reflect the SAM) is provided in Attachment B to this Agreement.

F. Grant Terms and Conditions: The Grantee shall comply with the terms of this Agreement. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.

G. The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.

## 2. Terms and Conditions

A. The Grant period is from January 1, 2013, through June 30, 2014. Eligible costs incurred between January 1, 2013, and the date of this grant agreement are allowable and reimbursable.

B. The Grantee assures that \$41,140 or 10 percent of the total project costs shall be contributed by non-Grantor sources.

C. The Grantee agrees to comply with the requirements regarding support of salaries and wages in Part 225 of title 2, CFR, "Cost Principles for State, Local, and Indian Tribal Governments," Attachment B., "Selected Items of Cost," Item 8.h., "Support of Salaries and Wages."

D. Any Grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor.

E. OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with conditions of this Agreement. Suspension or termination may occur if the Grantee materially fails to comply with any term of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in Part 33 of title 32, CFR, apply to this award.

F. The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

### G. Activities Prohibited

(1) Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.

(2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.

(3) Funds for Attorney/Consultant Fees: The Grantee hereby agrees that no funds made available from this Grant shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing grants or other services provided by the Grantor, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.

(4) The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.

#### H. Personnel Approvals

The Grantor reserves the right to approve or disapprove the selection of professional-level employees hired under this grant. If requested by the Grantor, resumes, in sufficient detail to reveal the experience, education, and other general and special qualifications for the position, must be submitted to the Grantor for its consent prior to employment of a candidate.

#### I. Use of Consultants/Contractors

(1) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in Part 33 of title 32, CFR. The following terms, which are drawn from the Department of Defense Grant and Agreement Regulations, Parts 21 through 37 of title 32, CFR, are intended merely to highlight some of these standards and are, therefore, not inclusive.

(2) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.

(3) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements under \$100,000 in the aggregate unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained.

(4) The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Grantee's officers, employees, or agents, or by contractors.

## J. Separate Bank/Fund Accounts

(1) The Grantee is not required to establish a separate bank account but may do so. The Grantee, however, must maintain accounting records to adequately identify the source and application of Grant funds. Other considerations, such as FDIC coverage, shall be in accordance with the provisions of Part 33 of title 32, CFR.

(2) Interest earned on Grant funds shall be reported to the Grantor and used to reduce the Federal share of this Grant. Grantees shall promptly, but no less often than quarterly, remit to the Grantor any interest earned on advances the Grantor provided. The Grantee may retain interest on any Grant funds not to exceed \$100 per year for administrative expenses.

## K. Grant Payments

(1) A Standard Form (SF) 270, "Request for Advance or Reimbursement," shall be submitted when requesting funds.

(2) All financial information on the SF 270 shall be shown as: Column (a)--Salaries and Benefits; Column (b)--Operating Expenses; Column (c)--Contracts.

(3) Grant payments will be made by electronic funds transfer.

(4) Grant funds for contractual services will be disbursed on a reimbursement basis only. Advances of up to 90 days may be requested for operational support. When Grant payments are cash advances, the amount requested will be limited to that actually required.

(5) Grantee's payments to contractors/consultants shall be contingent upon the Grantee's acceptance of deliverables.

(6) Requests for Federal funds (SF 270's) for payment of consultant/contractor deliverables should be submitted to the Grantor after Grantee's acceptance of the deliverables.

## L. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the Grantor.

## M. Office Equipment

All requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000 shall be submitted to the Grantor for prior approval.

#### N. Expenses and Purchases Excluded

(1) Grant funds may not be used for marketing or entertainment expenses.

(2) Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

#### O. Grantee Contributions

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

#### P. Grantee Reporting

(1) The Grantee shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:

(a) A comparison of actual accomplishments to the objectives established for the period.

(b) The reasons for slippage if established objectives were not met.

(c) Additional pertinent information when appropriate.

(d) An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.

(e) The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.

(2) An interim and a final SF 425, "Federal Financial Report" are required for this Grant.

(3) The "Schedule of Reports" in Attachment A provides reporting periods and dates due.

#### Q. Reporting Subaward and Executive Compensation Information

The Grantee agrees to comply with the requirements of Part 170 of title 2, CFR, "Reporting Subaward and Executive Compensation Information." The full text of this award term is provided in Attachment C to this Agreement.

## R. Contractor Deliverables

(1) A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the County of Solano, California, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the County of Solano and does not necessarily reflect the views of the Office of Economic Adjustment.”

(2) The contractor identification will appear on the title page of the study funded by this grant.

(3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

## S. Audits

(1) The Grantee agrees to comply with OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” and the Single Audit Act, 31 U.S.C. § 7502(h).

(2) This award is not for Research and Development, and is made under Code of Federal Domestic Assistance (CFDA) title: Community Economic Adjustment Diversification Planning, CFDA Number 12.614.

(3) The Grantee shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The Grantee shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.

(4) The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.

(5) The Grantor will seek to issue a management decision to the Grantee within 6 months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.

(6) The Department of Defense reserves the right to conduct an independent follow-up audit.

3. Special Conditions

A. The purpose and scope of this award is to undertake community economic adjustment activities in response to economic dependencies on Travis Air Force Base. Changes in the specific activities described in the application and the terms and conditions of this award are allowable only if approved by the Grantor.

B. Funds provided under this award may not be used to directly identify or assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another if the relocation is likely to result in the loss of jobs in the LMA from which the relocation occurs.

THE TERMS OF THIS GRANT ARE AGREED TO BY:

Patrick O'Brien  
Patrick J. O'Brien  
Director  
Office of Economic Adjustment

1/4/2013 4:18:28 PM  
DATE

Birgitta Corsello  
County Administrator  
County of Solano

DATE

Schedule of Reports  
For  
Travis AFB (DD)  
FAIN: HQ00051310084

January 1, 2013 through June 30, 2014

| <u>Interim Performance Reports</u>                   |         |            | <u>Due Date</u> |
|--|---------|------------|-----------------|
| 01/01/2013   | through | 03/31/2013 | 04/30/2013      |
| 04/01/2013   | through | 06/30/2013 | 07/31/2013      |
| 07/01/2013   | through | 09/30/2013 | 10/31/2013      |
| 10/01/2013   | through | 12/31/2013 | 01/31/2014      |
| 01/01/2014   | through | 03/31/2014 | 04/30/2014      |
| 04/01/2014   | through | 06/30/2014 | 09/30/2014      |
| <br><u>Final Performance Report</u>                  |         |            |                 |
| 01/01/2013   | through | 06/30/2014 | 09/30/2014      |
| <br><u>Interim Federal Financial Report (SF 425)</u> |         |            |                 |
| 01/01/2013   | through | 12/31/2013 | 01/31/2014      |
| <br><u>Final Federal Financial Report (SF 425)</u>   |         |            |                 |
| 01/01/2013   | through | 06/30/2014 | 09/30/2014      |
| <br><u>Deliverables</u>                              |         |            | 09/30/2014      |



System for Award Management (SAM) (previously identified as the Central Contractor Registration) and Universal Identifier Requirements

*A. Requirement for registration in the System for Award Management (SAM)*

Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

*C. Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)*, previously identified as the *Central Contractor Registration (CCR)*, means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. *Entity*, as it is used in this award term, means all of the following, as defined at Subpart C of Part 25 of title 2, CFR:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;

- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## Reporting Subawards and Executive Compensation

### A. *Reporting of first-tier subawards.*

#### 1. *Applicability.*

Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### 2. *Where and when to report.*

i. You must report each obligating action described in paragraph A.1 of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

#### 3. *What to report.*

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

### B. *Reporting Total Compensation of Recipient Executives.*

#### 1. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.*

You must report executive total compensation described in paragraph B.1 of this award term:

i. As part of your registration profile at <http://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.*

Unless you are exempt as provided in paragraph D of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph C.1 of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. *Definitions.*

For purposes of this award term:

1. *Entity* means all of the following, as defined in Part 25 of title 2, CFR:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.*

Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.*

This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.*

This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

- a) Total compensation shall not exceed \$369,860 for services listed in Exhibit A, which includes a base amount of \$336,000 and a contingency amount not to exceed \$33,860. Compensation will be paid in accordance with the Cost Proposal incorporated into this Exhibit as Attachment B-1.
- b) Upon submission of an invoice by the Contractor, and upon approval of County's representative, the County shall pay the 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.
- c) All invoices are subject to review and approval by Office of Economic Adjustment. Contractor shall be liable for any contract disallowance.
- d) Upon approval by the County, funds not expended in one task may be reallocated to other tasks associated with the completion of the Economic Diversification Study Project.





**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after 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, unless otherwise provided.

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 the 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. WARRANTY**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants 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 warrants 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, code1 (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: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. 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.  
(Including operations, products and completed operations.)
- (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. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. 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.

F. Other Insurance Provisions

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

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as 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 equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) 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 or self-insurance

maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

- (3) Each insurance policy required by this clause may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

**G. 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.

**H. 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.

**I. 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 do so 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 required by these specifications at any time.

**8. BEST EFFORTS**

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/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, unless otherwise specified, 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 terminate 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.

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 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 by and 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.

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. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, 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.

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 the client, Contractor shall not disclose any confidential information to anyone other than the State 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 warrants 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 warrants 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.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants 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 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. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

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 County Board of Supervisors. If the Contract is terminated for non-appropriation:

- 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 part 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 warrants 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 provision of this Contract.

**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 resolution.

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 race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (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 their own contract with Contractor, as well as providing for their 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 government agency any documentation relating this Contract or its implementation. Any government 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 government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

**35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare 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 the Federal Healthcare Programs or any state healthcare programs.

B. 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 representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare 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 of Contractor's payment.

**36. EXECUTION IN COUNTERPARTS**

This Agreement 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 transmission or 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 ".pdf" 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.