



## County of Solano Standard Contract

CONTRACT NUMBER:  
(Dept., Division, FY, #)

BUDGET ACCOUNT:  
**6586**

SUBJECT ACCOUNT:  
**2236**

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

**TIDAL BASIN GOVERNMENT CONSULTING, LLC**

CONTRACTOR'S NAME

2. The Term of this Contract is:

**May 12, 2025 to June 30, 2028**

3. The maximum amount of this Contract is:

**Equal to aggregate dollar value of Specific Service Agreements executed between County and Contractor and incorporated herein by reference, not exceeding an aggregate of \$200,000 in any fiscal year**

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:

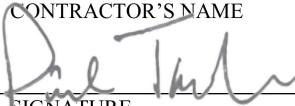


Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

**This Contract is made on May 12, 2025.**

CONTRACTOR	COUNTY OF SOLANO
<b>TIDAL BASIN GOVERNMENT CONSULTING, LLC</b>	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
 4/22/2025	<b>COUNTY ADMINISTRATOR</b>
SIGNATURE	TITLE
<b>PAUL TAYLOR</b>	<b>530 UNION AVENUE, SUITE 100</b>
PRINTED NAME	ADDRESS
<b>VICE PRESIDENT</b>	<b>FAIRFIELD CA 94533</b>
TITLE	CITY STATE ZIP CODE
<b>126 BUSINESS PARK DR.</b>	Approved as to Content:  <b>04/23/2025</b>
ADDRESS	DEPARTMENT HEAD OR DESIGNEE
<b>ULTICA NY 13502</b>	Approved as to Form: <b>04/23/2025</b>
CITY STATE ZIP CODE	 <b>04/23/2025</b>
	COUNTY COUNSEL

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

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

This Contract serves as a Master Services Agreement (MSA) establishing a high-level overview of services, payment terms and methods, and general terms and conditions that will apply to all future projects or services. The Specific Service Agreements (a.k.a., Service Level Agreements) are more specific agreements that outline the details of a particular service or project including, tasks, deliverables, and cost. County and Contractor shall execute Specific Service Agreements to authorize Contractor to perform specific services.

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. On request of County, assist County, on an as-needed basis, with emergency management functions, including but not limited to:
  - Emergency Preparedness. Emergency planning; plan updates, training and tabletop/exercise program development and support.
  - Disaster Management. Disaster response, recovery, and close-out activities including, but not limited to, post disaster funding opportunities (i.e. FEMA PA/IA and CDAA).
  - Grant Administration. Grant applications, oversight, and claims submission.
  - Policy and Procedures. Establish and/or update emergency operation policy and procedures.
2. Provide County with monthly progress reports, and meet with the County frequently, using this opportunity to provide updates on any project issues that may impede a task or require additional resources, and work with the County to find amenable solutions.
3. Meet with County Office of Emergency Services' executive and senior management (i.e., County Administrator, OES Manager, and/or the Sheriff to provide technical assistance when requested.

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

1. Appoint a County liaison/Project Manager to coordinate services and activities under this Contract.
2. Provide Contractor with access to all information and documentation necessary for Contractor to fulfill their responsibilities under the Contract.
3. Should Contractor's services require on-site activities, provide Contractor with adequate facilities and any necessary equipment for Contractor to fulfill their responsibilities (e.g., conference room, projector, laptop plug-ins, flip chart stands/paper, whiteboards, etc.).
4. Request technical assistance from Contractor when necessary.

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

**1. TOTAL COMPENSATION**

Maximum compensation shall not exceed the aggregate dollar value of Specific Service Agreements executed between County and Contractor as detailed in Section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A and detailed in Specific Service Agreements, payable at the hourly rates established below plus approved operational and travel expenses.

LCATS	FY24/25	FY25/26	FY26/27	FY27/28
Project Executive	\$ 240.71	\$ 247.93	\$ 255.37	\$ 263.03
Project Manager	\$ 190.81	\$ 196.53	\$ 202.43	\$ 208.50
Deputy Project Manager	\$ 183.47	\$ 188.97	\$ 194.64	\$ 200.48
Senior Planner/Team Leader	\$ 152.65	\$ 157.23	\$ 161.94	\$ 166.80
Planner/Team Member	\$ 139.44	\$ 143.62	\$ 147.93	\$ 152.37
Emergency Preparedness Specialist - Senior	\$ 152.65	\$ 157.23	\$ 161.94	\$ 166.80
Emergency Preparedness Specialist - Associate	\$ 132.10	\$ 136.06	\$ 140.14	\$ 144.35
Subject Matter Expert	\$ 190.81	\$ 196.53	\$ 202.43	\$ 208.50
Senior Technical Specialist	\$ 161.45	\$ 166.30	\$ 171.28	\$ 176.42
Technical Specialist	\$ 154.11	\$ 158.74	\$ 163.50	\$ 168.40
Project Admin Support	\$ 102.74	\$ 105.82	\$ 109.00	\$ 112.27

If travel is required, County shall pay Contractor for all pre-approved travel expenses such as airfare, hotel, and car rental. County shall not be responsible for any non pre-approved travel expenses. Contractor must obtain County approval prior to making travel arrangements and/or traveling. Should travel require an overnight stay, County is not financially responsible for any hours unrelated to work hours.

Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in the Specific Service Agreement. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of hours that shall be required.

**2. PROJECT BUDGETS**

**A. Budget Approval**

Contractor shall prepare a project budget to be included in each Specific Service Agreement. County's acceptance of Contractor's project budget is demonstrated by execution of the Specific Service Agreement.

**B. Budget Modifications**

Contractor shall submit budget modification requests related to project updates or changes to the County OES Manager for pre-approval on a form acceptable to the County.

C. Budget Line Items and Review

Contractor shall periodically compare current Contractor's to-date expenses with current County approved budget to ensure that Contractor's expenses do not exceed approved amounts. Additionally, Contractor shall communicate project status bi-weekly to Contractor staff using internal reports distributed to all project team members. Reports are to be used to identify risks ahead of time and ensure all Contractor's project team members have awareness of their allocated and remaining project hours.

D. Budget Accountability

Contractor shall bill County for only those costs identified in the approved budget and enumerated in Contractor's accepted Specific Service Agreement. In the event Contractor's invoice reflects unidentified costs or exceeds any approved budgeted category, County will request that Contractor submit a revised invoice as County will not pay for non-approved or excess costs.

**3. METHOD OF PAYMENT**

Contractor shall submit monthly invoices for services rendered at the rates set forth in paragraph 1 of this Exhibit B, *Total Compensation*. Upon approval of County's representative, County shall pay Contractor in arrears for services rendered up to the maximum amount provided in Section 3 of the Standard Contract. Invoice shall include a company logo, invoice date, invoice number, description of work performed and percentage of milestone completion when applicable, project budget, charge and extended amounts. Invoice should be emailed to [SHFAccountsPayable@solanocounty.gov](mailto:SHFAccountsPayable@solanocounty.gov)

Contractor shall submit with each invoice a detailed cost schedule reflecting budgeted line items, monthly actuals, year-to-date actuals, and remaining balances with salary/wage charges by position and/or classification title enumerating service hours worked. Supporting documentation shall include functional timesheets for each Contractor staff member and itemized receipts and when applicable, documentation demonstrating receipt of goods (i.e., packing slip) and/or justification. Total expense reported per the schedule must equal amount charged on invoice. Contractor's failure to provide adequate supporting documentation with invoice may result in payment being withheld until the documentation is received.

Salaries and benefits costs must be supported by certified timesheets and employee payroll files and operation costs must be supported by purchase orders, invoices, receipts, etc. Mileage reimbursement shall be calculated using current IRS rates. In accordance with Section 19 in Exhibit C, periodic inspections of these documents may occur.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

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

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

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

## 6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

## 7. INSURANCE

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

D. Additional Insurance Coverage

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

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.  |

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

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

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

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

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

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

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

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



## 9. DEFAULT

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

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

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

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

## 10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

## 11. INDEPENDENT CONTRACTOR

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

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

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

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

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

Contract.

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

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

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

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

## 12. RESPONSIBILITIES OF CONTRACTOR

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

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

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

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

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

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

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

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

## 13. COMPLIANCE WITH LAW

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

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

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2

C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

#### **14. CONFIDENTIALITY**

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

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

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

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

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

#### **15. CONFLICT OF INTEREST**

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

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

#### **16. DRUG FREE WORKPLACE**

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

#### **17. HEALTH AND SAFETY STANDARDS**

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

#### **18. CHILD/ADULT ABUSE**

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

## **19. INSPECTION**

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

## **20. NONDISCRIMINATION**

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

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

## **21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

## **22. UNFORESEEN CIRCUMSTANCES**

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

## **23. OWNERSHIP OF DOCUMENTS**

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

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

## 24. NOTICE

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

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

## 25. NONRENEWAL

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

## 26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

(1) 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

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

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

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

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## 27. CHANGES AND AMENDMENTS

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

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

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

## **28. CHOICE OF LAW**

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

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

## **30. WAIVER**

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

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

## **32. FAITH BASED ORGANIZATIONS**

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

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

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

### **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that

all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

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

### **38. ENTIRE CONTRACT**

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



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2028, this Contract shall be automatically extended month-to-month to allow for continuation of services and sufficient time to complete open Specific Service Agreements.

**2. ADDITIONAL CONTRACTOR REQUIREMENTS**

**A. Time of Performance**

- (1) Notwithstanding section 3 of Exhibit C, Contractor shall complete the following prior to start of services:
  - Execution of Federal Assurances related to *2 CFR §§ 200.317-200.327 AND APPENDIX II TO PART 200 REQUIRED CONTRACT CLAUSES* to demonstrate that Contractor is aware of and shall abide by applicable terms.
  - Execution of Lobbying form to certify or affirm the truthfulness and accuracy of the express statements and to demonstrate that Contractor is aware of and shall abide by lobbying regulations including appropriate disclosures.
- (2) Prior to the start of on-site services, each Contractor staff designated for on-site activities shall complete a site clearance conducted by the Sheriff's Office to include a background check and LiveScan where County is named to receive Department of Justice clearance and updates.

**B. Project Records**

- (1) Contractor shall establish an official file for the contract. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this agreement, approved program/budget modifications, financial records and required report. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after the term of this agreement.
- (2) All records relevant to the project must be preserved a minimum of three (3) years after the contract term and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing and auditing by the County. If any litigation claim, negotiations, audit or other action involving the records has been started before the expiration of the three-year periods, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

**C. Accounting Requirements**

Contractor agrees that accounting procedures for funds received pursuant to this agreement shall be in accordance with generally accepted government account principles and practices,

and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

**D. Audit Requirements**

Make such books, records, supporting documentations and other evidence available to the County and their designated representatives during the course of the project and for a minimum of three (3) years after the term of the agreement. Contractor shall provide suitable facilities for access, monitoring, inspection and copying of books and records related to this contract. At any time, the County may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this agreement or take other remedies legally available.

**3. ADDITIONAL CONTRACTOR WARRANTIES**

**A. Contractor Employees**

- (1) Contractor warrants that any Contractor employee performing services within the scope of the Specific Service Agreements:
  - ✓ Are at least 21 years of age
  - ✓ Have completed and passed a pre-employment criminal background check, including being fingerprinted
  - ✓ Have no criminal convictions for serious and/or violent felonies as defined by Penal Code Sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude
- (2) Contractor warrants that all Contractor's staff are properly trained and certified in accordance with applicable California State food handling requirements.

- B.** Contractor warrants that any certified employees providing services under this Contract are in good standing with their respective licensing boards or associations.

**4. COUNTY DEFAULT**

Notwithstanding section 9 of Exhibit C, if the County violates any of its obligations under the Contract, the Contractor shall promptly notify the County in writing. If the County fails to cure the default within 30 days after notification, or if the default requires more than 30 days to cure and the County fails to commence to cure the default within 30 days after notification, then the County's failure shall constitute cause for termination of this Contract. If the Contractor serves the County with notice of default, and the County fails to cure the default, the County waives any further notice of termination of this Contract.

**5. EXCHANGE OF INFORMATION**

County and Contractor shall establish mutually satisfactory methods for the exchange of information as may be necessary in order that Contractor may perform Contractor's duties, including the exchange of information with any other County departments, third-party agencies or service providers. Moreover, County and Contractor shall establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

**6. CONTRACT MONITORING**

County and Contractor shall meet periodically, on a mutually agreed upon date and time, to review services provided in relation to scope of Contract.

**7. PUBLIC STATEMENTS**

Except as required or authorized by federal, state, or local law; judicial order; or as permitted by the County, the Contractor shall not make any oral or written public statements related to services provided by Contractor under this Contract without first consulting with County. County shall initiate all press releases. Public statements include, but not limited to, statements to the press, conference presentations, lectures, or articles.

**8. CLEARANCE REQUIREMENTS**

Upon requesting entrance into or anytime they are within the security perimeter of any secured County building, Contractor's personnel will be subject to search of their person and/or their personal belongings. While inside the building, Contractor's personnel must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be cause to deny access to the facility. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, and/or illegal drugs.

**9. EMERGENCY AUTHORITY**

In an emergency situation at the County facility, Contractor on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

**10. REPORT ACCIDENTS AND UNSAFE CONDITIONS**

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

**11. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT**

Without the express written consent of County, Contractor shall not use County facilities and equipment for any purpose outside the scope of this Contract.