



**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:

Group 4 Architecture, Research + Planning, Inc.

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

12/1/19-7/31/20

3. The maximum amount of this Contract is:

\$483,940

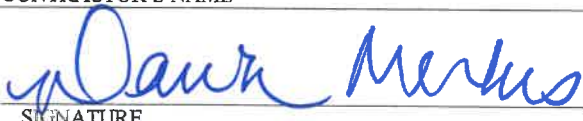
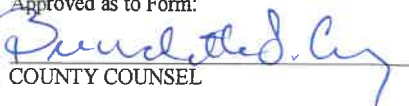
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on _____, 2019.

CONTRACTOR	COUNTY OF SOLANO
Group 4 Architecture, Research + Planning, Inc.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	TITLE
SIGNATURE	ADDRESS
Dawn Merkes, Principal	CITY STATE ZIP CODE
PRINTED NAME AND TITLE	Approved as to Content:
211 Linden Avenue	
ADDRESS	DEPARTMENT HEAD OR DESIGNEE
South San Francisco, California 94080	Approved as to Form:
CITY STATE ZIP CODE	
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

I THE PROJECT

Solano County Library (Library) serves five of the seven cities in Solano County – Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo. Currently the Library operates the following branches:

- Fairfield Civic Center Library 1150 Kentucky Street Fairfield, CA 94533 Fairfield
- Cordelia Library 5050 Business Center Drive Fairfield, CA 94534
- John F. Kennedy Library 505 Santa Clara Street Vallejo, CA 94590
- Rio Vista Library 44 South Second Street Rio Vista, CA 94571
- Springstowne Library 1003 Oakwood Avenue Vallejo, CA 94591
- Suisun City Library, 601 Pintail Drive, Suisun City, CA 94585
- Vacaville Public Library - Cultural Center, 1020 Ulatis Drive, Vacaville, CA 95687
- Vacaville Public Library - Town Square, 1 Town Square Place, Vacaville, CA 95688
- Law Library (under contract with the Solano County Law Library Board of Trustees) Hall of Justice, 600 Union Avenue, Fairfield, CA 94533

In addition to operating these nine (9) locations, Solano County Library is a member of the Solano Partner Libraries and St. Helena (SPLASH) consortium. Benicia and Dixon have their own libraries but are partners with SCL in providing an online catalog and databases to all County residents. The Library District of Dixon is considering joining the Solano County Library system.

The Solano County Library Facilities Master Plan (SCLFMP) will assess all existing facilities and layouts, and define how best to address and plan for future countywide growth in physical and virtual spaces. Space planning for existing buildings and suggestions for additional facilities as well as a framework for alternative service delivery models will be included in the Plan.

To guide the development of this future facilities vision, the Library has engaged an experienced Consultant team to provide the following services.

1.0 GENERAL

- 1.1. The intent of the Consultant's Basic Services is to assess the Library's needs and recommend improvements for library facilities. The Consultant shall draft, outline and compile an updated Library facilities master plan, testing existing assumptions and exploring other possible alternatives with an eye toward future practices.
- 1.2. The Consultant team includes the disciplines and subconsultants listed below. Other disciplines and/or subconsultants may be added by mutual consent of the Library and the Consultant.
 - 1.2.1. Lead Consultant: Group 4 Architecture, Research + Planning, Inc.
 - 1.2.2. Cost Planner: TBD Consultants

- 1.2.3. Facility Condition Assessments: EMG
- 1.2.4. Technology Consultant: Carson Block
- 1.2.5. Rebranding and Website Redesign: JStokes/Donnelly Design
- 1.3. In selecting the Consultant, the Library recognizes that the Consultant has the qualifications to provide additional planning and design services. The Library, at its discretion, may choose to amend this contract to add services to the Consultant's Scope of Services for Additional Compensation if mutually agreed to by the Library and Consultant.
- 1.4. The Library will provide a Project Manager to facilitate the overall planning process; manage resources, communications, and information; facilitate Consultant access to internal and external stakeholders and subject matter experts; and ensure timely decision-making by the Library.

2.0 CONSULTANT'S BASIC SERVICES: Basic Services includes the services described in Paragraphs 2.1 through 2.6 below.

2.1 Phase 1 Assessment. The Consultant shall:

- 2.1.1 **Project Initiation.** Work with the Library to confirm the goals and objectives for the process and the project. We will establish and refine project management tools and controls, including the work plan and schedule, and the engagement plan. We will review available documents and information provided by the Library, including documentation of its existing facilities as well as relevant library service statistics, previous studies, etc.
 - 2.1.2 **Review Library-Provided Demographic Information.** Review Library-provided information including demographics, population projections, community buildout plans, etc.
 - 2.1.3 **Review Library-Provided Library Metrics Information.** Review Library-provided metrics on library usage including number of visits, material circulation, program participation, and services. We will review available data and information about how community members and/or residents currently access library services in Solano County, and identify areas that may be underserved by the County's existing network of library facilities.
 - 2.1.4 **Existing Facilities Conditions Assessment (FCA).** The Consultant shall analyze each facility using a life cycle analysis of major systems and structural features (roofs, HVAC systems, parking lots). This analysis will use documentation and minimal physical inspection. The FCA for the facilities, shall include each building's current condition; estimated life expectancy of building systems and components; identification, prioritization, and recommended corrections for current deficiencies; and recommended renewal and replacement costs and timeline. Certain SCL facilities may emerge as early candidates for replacement, relocation, or consolidation based on the service assessment.
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- 2.1.5 **Existing Facilities Operational Assessment.** Tour the Library's facilities – to observe current conditions and opportunities related to service, operations, and customer experience. Facilities will be assessed for how effectively they meet community needs, align with the Library's and City's strategic priorities, and support

evolving 21st century library service trends and customer expectations. We will evaluate opportunities for improving each facility, including the potential to expand at their current sites, as appropriate.

- 2.1.6 **System Assessment.** Conduct a system-level assessment that may be underserved by the Library's existing facilities network, and confirm or adjust the assumed geographic service areas of individual libraries. We will incorporate Library-provided maps of customer and community data into the analysis, as available. We will work with the Library to review industry trends and best practices in enhancing access to library services and facilities, and to identify appropriate peer libraries for comparison and perspective.

- 2.1.7 **Phase 1 Meetings.**

- 2.1.7.1 Up to four (4) meetings with the Project Management Team (meetings may also include content/topics from other project phases).

- 2.1.7.2 One (1) Library Leadership Team Charrette to review and confirm the needs, provide input on the data analysis, and preview facility and site strategies.

- 2.1.7.3 Key Person Interviews to be identified in collaboration with the Library, up to four (4) interview total for all phases.

- 2.2 **Phase 2 Strategies.** The Consultant shall:

- 2.2.1 **Guiding Principles and Best Practices.** Identify guiding principles and best practices for 21st century library planning and design, and propose a planning framework and space targets for the libraries. Consider population growth and the development and use of technology and their impacts upon the Library system's capability to deliver services.

- 2.2.2 **New Library Facilities Analysis.** Develop a statement of space needs for the parts of the County served by the Library as well as a vision for customer experience in the Library's future facilities. We will identify and evaluate system strategies such as tiered facility/service typologies, expansion or dissolution of individual library service areas, co-location/joint-use with strategic partners, etc. We will analyze and evaluate the system strategies based on the Library's and the City's service priorities and other opportunities for impact. We will develop a framework and criteria for evaluating whether individual facilities should be renovated, expanded, replaced, or relocated. We will identify options for capital improvements for each library facility (e.g., renovation, replacement, relocation). We will identify site evaluation criteria that supports best practices for library planning and consideration for local economic development goals. Based on the criteria developed we will identify areas of County where library facilities may need to be added or relocated in order to meet changing population needs and/or to build system capacity. We will evaluate options for each facility with the Library and confirm the preferred options that will be recommended in the plan.

- 2.2.3 **Estimated Costs.** Work with the Library and the cost consultant to develop comprehensive capital project budgets for the recommended projects, including "hard" costs of site and building construction, FFE (e.g., loose furniture, shelving,

casework), signage, technology infrastructure, design/engineering fees, contingencies, and escalation. We will work with the Library to develop budgets for other items associated with major library capital improvement programs as appropriate, such as collection development, technology, automated material handling, temporary facilities/storage, moving, etc. We will also work with the Library to project how staffing/operations costs will change as the plan is implemented.

2.2.4 Phase 2 Meetings.

2.2.4.1 Up to four (4) meetings with the Project Management Team (meetings may also include content/topics from other project phases).

2.2.4.2 Key Person Interviews to be identified in collaboration with the Library, up to four (4) interview total for all phases.

2.2.4.3 One (1) Library Leadership Team Charette to review and provide input on strategies and opportunities for library facilities, sites, and system, and opportunities for expanding, replacing, and/or relocating libraries within each service area.

2.2.4.4 One (1) Library Staff Workshop will be conducted. Workshop #1- Assessments, Strategies and Options: Staff will review and provide input on the needs, data analysis, strategies and opportunities for library facilities, sites, and system;

2.2.4.5 Up to four (4) Community Workshops with the public, stakeholders, and representatives of the jurisdictions served by the Library to review needs and opportunities for expanding, replacing, and/or relocating libraries within each district.

2.3 Phase 3 Recommendations. The Consultant shall:

2.3.1 **Funding Strategies and Implementation.** Work with the Library to identify the criteria that will be used to develop the project sequencing plan, including near-term and longer-term projects. We will review available funding options and work with the Library to identify potential funding strategies for the plan.

2.3.2 **Plan Presentation.** Prepare a draft report for review by the Project Management Team, and incorporate review comments into a final report document. Prepare and deliver a final presentation summarizing the project and recommendations to the County Board of Supervisors.

2.3.3 Phase 3 Meetings.

2.3.3.1 Up to two (2) meetings with the Project Management Team (meetings may also include content/topics from other project phases),

2.3.3.2 Key Person Interviews to be identified in collaboration with the Library, up to four (4) interview total for all phases.

2.3.3.3 One (1) Library Staff Workshop will be conducted. Workshop #2- Recommendations: Staff will provide input and direction for the recommendations for facilities, sites, and system.

2.3.3.4 One (1) Library Leadership Team Charette to review and vet findings or recommendations that are being developed for the final report.

2.3.3.5 One (1) presentation to the County Board of Supervisors.

2.4 **Phase 4 Stakeholder/Community Engagement Plan.** This phase runs concurrently with Phases 1 through 3. Key meetings and events include those listed below, some of which may include information and analysis from more than one phase of work.

2.4.1 **Project Management Team (PMT) Meetings** will include the Library's project manager and other key staff and Group 4's project team. The PMT will meet regularly in person and via webconference to review project progress and support informed and efficient decision-making.

Meetings: In person meetings, up to ten (10)
Webconferences, in lieu of in person meetings when practical

Deliverables: Meeting agendas, meeting exhibits, meeting minutes

2.4.2 **Key Person Interviews** will be conducted to explore opportunities for improved library services and facilities (including potential joint-use strategies), and to keep key persons informed about the emerging needs and vision for library service. These interviews may occur at the assessment phases when site evaluations and opportunities are being identified or at the strategies and opportunities phase when options are being vetted. Key persons will be identified in collaboration with the PMT and may include:

- City leadership and staff, to ensure alignment of the vision for library facilities with the City's planning and strategic initiatives, including alignment with service delivery, operations, and partnerships as well as customer service and experience.
- Representatives of jurisdictions or partner organizations (e.g., City of Fairfield Park and Recreation Department, school districts, etc.) to explore opportunities for improved library services and facilities, including potential joint-use strategies.

Interviews: Up to four (4) interviews (either in person or via webconference)

Deliverables: Meeting agendas, meeting exhibits, meeting minutes

2.4.3 **Library Leadership Team Charettes** will be convened for up to three charettes: 1) Assessment Phase Charette – confirmation of the needs, data analysis, and preview of facility and site strategies; 2) Strategies and Opportunities Phase Charette – provide input on the strategies and opportunities for library facilities, sites, and system; and 3) Recommendations Phase Charette – provide input and direction for the recommendations for facilities, sites, and system. The charette attendees may include Library Staff and other key stakeholders as appropriate. The charettes will include interactive discussions, review of information, and confirmation of information developed for each of the tasks.

Meetings: Working Group Charettes, up to three (3)

Deliverables: Meeting agendas, exhibits, presentations, meeting minutes

2.4.4 **Library Staff Workshops** will be conducted two times coinciding with a quarterly all staff meeting. Contents for the two workshops will include interactive discussions,

review of information, and confirmation of information developed for each of the tasks.

Meetings: Library Staff Workshops up to two (2)

Deliverables: Meeting agendas, exhibits, presentations, meeting minutes

- 2.4.5 **Community Workshops/Open Houses** shall be conducted at 4 Cities (4) during Task 2 Strategies and Options. The workshop will include interactive discussions, review and confirmation of information, and opportunities to share priorities and preferences. Information covered in the workshops shall include:

- Site and facility* assessments
- Service data and analysis
- Site and system strategies and opportunities

Meetings: Community Workshops, up to four (4)

Deliverables: Meeting flyers/invitations, agendas, presentations, exhibits, meeting minutes

- 2.4.6 **County Board of Supervisors.** Prepare a final presentation of the plan to the County Board of Supervisors.

Meetings: County Board of Supervisors

Deliverables: Draft Presentation, Final Presentation

- 2.5 **Phase 5 Technology Assessment.** This phase runs concurrently with Phases 1 through 3. Key meetings and events include those listed below, some of which may include information and analysis from more than one phase of work.

- 2.5.1 The Consultant shall identify the current state of the Library's Information Technology (IT) resources including technology structure and resources, IT staffing levels and structure, and organizational relationships and make recommendations to better serve the goals and objectives of the Library's building plans. The assessment will include a high-level review of connectivity, services, and the resources (including budget, network infrastructure, server and end-user hardware, software, security, outsourcing and/or maintenance contracts and others) currently designated for technology support.

- 2.5.2 The consultant will give particular attention to:

- Staff accession needs in the context of the coming retirement of the Library's long time IT manager and the organization of staffing resources assigned to technology needs
- The Library's consortia support of member libraries; and
- Strategic technology infrastructure recommendations to multiple needs, including marketing and communications, ILS, digital library branch services, and other future-forward needs.

- 2.5.3 ~~Technology Visioning: The Consultant will explore and identify specific library technology possibilities for the project with key stakeholder groups as part of work with the design team. The topics for visioning will partially come from activities performed by the Consultant during the assessment, and from other project areas as well and will include branch libraries.~~

- 2.5.4 **Organizational Alignment:** The Consultant will work with the Library to identify areas to help align its' technology aspirations and strategic directions with its current capacity, with an eye towards creating collaboration among divisions. Initial areas of work will be identified during assessment activities and direct work will be scheduled as a result of those findings. Outcomes would likely include recommendations for improvements.

2.5.5 Phase 5 Meetings.

- Meetings:** Technology Visioning: Formal and informal presentations to focus groups and Draft Presentation, Final Presentation
- Deliverables:** Technology Assessment findings and recommendations report, Organizational recommendations for improvements, and Content for a section of the master plan report.
- Travel:** Up to three (3) trips to Solano County by Carson Block, one which may overlap with Architect's scheduled trips, during which Consultant will co-facilitate portions of selected meetings.

- 2.6 **Phase 6 Rebranding and Website Redesign.** This phase will run concurrently with Phases 1 through 3, but will be independent of the work that is completed in Phase 1-3. Key meetings and events include are those listed below.

2.6.1 Research

- 2.6.1.1 **Stakeholder Analysis:** The Consultant shall complete the stakeholder analysis that will outline all stakeholders/stakeholder groups (internal and external) and what information needs to be collected and analyzed about them and their relationship with Solano County Library (demographics, awareness of offerings, perception, etc.).
- 2.6.1.2 **Research Study:** The Consultant shall, through quantitative and qualitative measures, conduct a research study that collects the information laid out in the stakeholder analysis. The results of this research study will then be analyzed to identify information that will inform the rebranding effort.

2.6.2 Rebranding

- 2.6.2.1 **Brand Essence:** The Consultant shall utilize the information from the stakeholder analysis and research study to develop a strategic brand positioning that will guide all future brand efforts.
- 2.6.2.2 **Logo:** The Consultant shall develop multiple (at least 3) logo concepts, based on the brand essence, that will be developed for review. The selected logo concept will then be refined, including 3 rounds of revisions, to develop the final version.
- 2.6.2.3 **Brand Story and Tagline:** The Consultant shall develop a written form of the brand, that will include multiple (at least 3) versions of a brand story and accompanying tagline for review. The selected brand story and tagline will then be refined, including 3 rounds of revisions, to develop the final version.

2.6.2.4 **Messaging Architecture:** The Consultant shall develop messaging architecture that will dictate how this new brand will be expressed in written form. This architecture will include short, medium and long-form brand copy to be used in a variety of situations.

2.6.2.5 **Brand Guidelines/Design Standards:** The Consultant shall develop a complete visual identity system that will include a comprehensive brand guidelines/design standards document based on the new logo and tone for Solano County Library.

2.6.3 **Brand Assets**

2.6.3.1 **Brand Asset Design:** The Consultant shall utilize the new brand guidelines and concept designs to develop the following items:

- Indoor and outdoor signage
- Letterheads
- Business cards
- Bookmarks
- Library cards
- Clothing
- Social media profiles

The concept designs are intended to provide direction for future final design deliverables. These deliverables do not include production-ready files or any external production-related expenses.

2.6.4 **Marketing Plan**

2.6.4.1 **Marketing Plan:** The Consultant shall develop a marketing plan that defines the activities necessary for a proper implementation of the new brand. These activities will include efforts on paid and owned media channels as well as in-person event activations and trainings. All key stakeholders (internal and external) identified earlier will be integrated into this plan.

The Marketing Plan shall identify key performance indicators (KPIs) as well as the tools necessary to track KPIs and the effectiveness of the marketing plan.

2.6.5 **Website Redesign**

2.6.5.1 **Discovery:** The Consultant, based on information provided by the Library, shall research and analyze the following information in order to properly inform the redesign process. The discovery work will provide details on the following:

- Current performance
- Content additions/subtractions
- Systems requirements
- Success metrics

2.6.5.2 **Information Architecture:** The Consultant shall establish an information architecture that aims to accomplish the previously defined success metrics and deliver an optimized user experience (UX). The information architecture will be delivered in the form of a site map that

shows the structure of and expected user flow through the content pages, including global and secondary navigation.

2.6.5.3 Wireframe Design: The Consultant shall develop wireframes that show the organization of the user interface (UI) of the website. The wireframes are the detailed blueprint showing the structural design of the website, mapping of the content hierarchy, functionality and optimized responsive layouts for desktop, tablet and mobile. The wireframes will guide the visual design of the website as well as the development.

2.6.5.4 Visual Design: The Consultant shall include the selection of imagery, custom graphics and photography, brand colors, typography and messaging as well as other aesthetic elements in the visual design. The visual design will be executed for approved key pages of the site and all remaining pages will be executed with design templates in the development stage.

2.6.6 Phase 6 Meetings.

Meetings: Meetings will be scheduled concurrent with the PMT meetings that are identified above and will include:

- 2 meetings in the Research Task
- 2 meetings in the Rebranding Task
- 2 meetings in the Brand Asset Task
- 2 meetings in the Website Redesign Task

Additional meetings that may be required to facilitate development of the work and will be scheduled on a as need basis.

Deliverables: Summary exhibits and materials for the Stakeholder Analysis, Research Study, Strategic Brand Positioning (Brand Essence), Logo, Brand Story and Tagline, Messaging Architecture, Brand Guidelines and Design Standards, Brand Asset Design, Marketing Plan, Discovery, Information Architecture, Wireframe Design, and Visual Design tasks. Additionally, all logo versions, tagline and messaging (including brand story), color palettes, fonts, additional graphic elements, and usage guidelines.

3.0 RESPONSIBILITIES OF THE LIBRARY

Responsibilities of the Library generally include the following, in addition to other information and tasks required to keep the Project coordinated and moving forward.

- 3.1 Provide a Project Manager to coordinate with Consultant's Project Manager to coordinate study activities and information flow.
- 3.2 Schedule, notice, and provide venues for all project meetings and engagement events. Provide room setup, refreshments, and takedown services.
- 3.3 Prepare and disseminate any project communications for staff, Board, or other stakeholders not included on PMT.
- 3.4 Provide suitable technology for PMT and other staff/stakeholder participation in web-based meetings.

- 3.5 Notify the Consultant during meetings when a clear direction cannot be given and follow up with Consultant within three business days to determine process to arrive at a direction and understand any impact to project schedule or scope of work.
- 3.6 Provide relevant background documents and information.
- 3.7 Work with the Library and the County's department to develop GIS/geographic maps for analysis of Library-provided data, the maps shall show relevant planning information for the understanding of current and future use patterns.

4.0 OPTIONAL ADDITIONAL SERVICES

The following services are not included in the Consultant's Scope of Basic Services and shall be provided at the Library's request. The Consultant shall be compensated for Optional Additional Services in addition to compensation for Basic Services and Reimbursable Expenses.

4.1 Additional Branch and Service Area

- 1.1.1 Inclusion of one additional branch and service area into the planning work described in Phase 1- 4 shall be in addition to the Basic Service above. If directed by the Library the Consultant shall include the additional branch and service area in the work described in paragraphs 2.1 Assessments, 2.2 Strategies and 2.3 Recommendations for the Library Facilities Master Plan.

4.2 Engagement services in addition to those listed in Basic Services above, such as:

- 4.1.1 Additional meetings, focus groups, or interviews not included in Basic Services.
- 4.1.2 Additional presentations to Boards/Commissions.
- 4.1.3 Additional stakeholder/public meetings/events.
- 4.1.4 Additional meetings/focus groups with the County or Library staff and stakeholder groups (e.g., Friends, Foundation)
- 4.1.5 Additional meetings/focus groups with local stakeholders including municipal government agencies, elected bodies, service partners, etc.
- 4.1.6 Logistics, attendance management, noticing/communications, and/or specialty facilitation services (such as translation services) for meetings and presentations.
- 4.1.7 Meeting/presentation design, facilitator training, and/or facilitation services other than included in Basic Services.

4.3 Public finance consulting.

4.4 Public opinion research and/or surveys.

4.5 Assessment of/recommendations for capital repair/replacement practices.

4.6 Engineering, code, and/or technical condition assessments of existing facilities.

4.7 Energy conservation or alternative energy generation assessments or recommendations.

4.8 Sustainability assessments of facilities, processes, and/or services (including but not limited to LEED rating evaluations of existing or proposed buildings).

4.9 Environmental, site surveys and/or other technical analyses of existing or proposed sites.

4.10 Preparation or confirmation of scaled documentation of existing conditions at any facility.

4.11 Detailed project cost estimates.

4.12 Space planning, programming, and/or design studies for any facility.

4.13 Detailed service, detailed program, detailed collection, detailed technology plans, and/or organizational development plans.

4.14 Staffing, operating, and/or collection development budgets.

4.15 Work flow/materials handling assessments at the system and/or facility level.

4.16 Making revisions to process documents, presentations, and/or reports when such revisions are inconsistent with approvals or directions previously given or when the Library fails to render decisions in a timely manner.

4.17 Any other service not specifically included in Basic Services.

5.0 COMPENSATION FOR SERVICES

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation for the Basic Services described in Exhibit A, Phases 1,2,3, and 4, Paragraphs 2.1, 2.2, 2.3 and 2.5 shall be a sum of Two Hundred Thirty-Seven Thousand and Seven Hundred Dollars and no cents (\$237,700).

5.1.2 Payments to the Consultant for these Basic Services shall be made monthly by the Library in proportion to the services rendered and shall not exceed the following amounts per phase.

Phase 1 – Assessment	\$ 75,400
Phase 2 – Strategies	\$ 49,300
Phase 3 – Recommendations	\$ 48,300
<u>Phase 5 – Technology Assessments</u>	<u>\$ 43,000</u>

**Total Compensation for Basic Services
Phases 1,2,3, and 5** **\$ 237,700**

5.1.3 Payments to the Consultant for Community/Stakeholder Engagement Basic Services as described Exhibit A, Phase 4, Paragraphs 2.4 for the Project shall be made on a per meeting basis by the Library based on the following schedule of costs per meeting:

Project Management Team (PMT) Meeting	\$ 1,200
Key Person Interviews	\$ 1,375
Library Leadership Team Charette	\$ 3,000
Staff Workshops	\$ 3,000
Community Workshops	\$ 3,200
County Board of Supervisors	\$ 3,000

Total Allowance for Engagement Services **\$ 35,000**

5.2 Compensation for the Basic Services described in Exhibit A, Phase 6, Paragraphs 2.6- 2.6.6, Rebranding and Website Redesign shall be maximum not-to-exceed amount of a sum One Hundred Forty-Nine Thousand and Two Hundred and Forty Dollars and no cents (\$149,240).

5.2.1 Payments to the Consultant for these Basic Services shall be made monthly by the Library on a time and materials not to exceed basis based on the following amounts per task.

Phase 6.1 – Research	\$ 55,000
Phase 6.2 – Rebranding	\$ 26,820
Phase 6.3 – Brand Assets	\$ 15,530
Phase 6.4 – Marketing Plan	\$ 13,020
<u>Phase 6.5 – Website Redesign</u>	<u>\$ 38,870</u>

**Total Compensation for Basic Services
Phase 6** **\$ 149,240**

5.3 Minor adjustments to and/or redistribution of scope of work and fee for the above described tasks may be made by mutual written agreement of the Library and the Consultant.

5.4 COMPENSATION FOR OPTIONAL ADDITIONAL SERVICES

5.4.1 Additional Branch and Service Area

The Library shall compensate the Consultant for approved Additional Services to include an Additional Branch and Service Area in the Planning process per the scope described on paragraphs 2.1, 2.2, 2.3 and 2.5 above and shall be a sum of Thirty-One Thousand Dollars and no cents (**\$31,000**).

5.4.2 Additional Services for Engagement services beyond those described in the Basic Services shall be as shall be made on a per meeting basis by the Library based on the schedule of costs per meeting identified in paragraph 5.1.3 above.

5.4.3 The Library shall compensate the Consultant for Additional Services approved in accordance with the terms and conditions of the Agreement in addition to Compensation for Basic Services.

5.4.4 Compensation for authorized Additional Services shall be computed on an hourly basis in proportion to services rendered at Consultant's standard hourly rates, which are subject to adjustment annually beginning in January 2020.

5.4.5 Sub-consultants to the Consultant shall be billed at a rate of one and one-fifteenth (1.15) times the amounts billed to the Consultant.

5.5 COMPENSATION FOR REIMBURSABLE EXPENSES

5.5.1 Reimbursable expenses related to the Project, whether for Consultant, subconsultant, or Library use, are billable at 1.15 times direct cost. Reimbursable expenses are in addition to compensation for Basic Services in Exhibit A and shall not exceed Twenty-Nine Thousand Five Hundred Dollars (**\$29,500**) without approval by the Library. Reimbursable expenses include expenses incurred by the Architect and subconsultants in the interest of the Project. Such costs include, but are not necessarily limited to:

- Telephone, fax, and GoToMeeting use.
- Expenses associated with consultant travel/on-site work included in Basic Services, including airfare, Consultant home city parking and ground transportation to airport, car rental (including insurance), fuel, parking, lodging, and meals.
- Meeting/workshop exhibits and facilitation materials, limited to 15 sets of copies per meeting.
- Venue rentals, food, or beverage for client or public meetings.
- In-house color printing for in-house use, by the Subconsultants except as indicated above.
- In-house color printing/photocopying for draft and final reports.
- Public communications, publicity, and/or social media-related services and applications.
- Telephone surveys.
- Additional printing/copying/scanning of drawings and documents of any size
- Postage/delivery associated with Project deliverables.
- Draft report for the County's review in electronic format.
- Printing and binding of up to 10 copies of final report.

Total Allowance for Reimbursable Expenses

\$29,500

- 5.3.2 Reimbursable expenses related to Additional Services for the Project that are not included in Basic Services, whether for in-house, Consultant or Library use, will be billed at 1.15 times direct cost and include, but are not necessarily limited to:
- Venue rentals, food or beverage for client or public meetings
 - Facilitation materials for public engagement, including mobile design studio boards, easels, plotting or printing.
 - Translation services for online survey.
 - Manual survey data entry.
 - Public communications, publicity, and/or social media-related services and applications.
 - Telephone surveys.
 - Additional printing/copying/scanning of drawings and documents of any size.
 - Additional postage, delivery and messenger service.
 - Expenses for additional travel, including air and ground transportation, lodging, meals, etc.
 - Software purchase and licensure on behalf of the client.
 - Overtime expenses with prior client approval.
 - Architectural renderings, physical and digital scale models and animations.
 - Video and web services

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

Total Price for Facilities Master Plan, Technology Assessment, and Rebranding and Website Redesign shall be a fixed, not to exceed amount of \$483,940, payable as described in Exhibit A, section 5, and outlined below:

1. Payments to the Consultant for these Basic Services shall be made monthly by the Library in proportion to the services rendered and shall not exceed the following amounts per phase.

Phase 1 – Assessment	\$ 75,400
Phase 2 – Strategies	\$ 49,300
Phase 3 – Recommendations	\$ 48,300
<u>Phase 5 – Technology Assessments</u>	<u>\$ 43,000</u>

2. Payments to the Consultant for Community/Stakeholder Engagement Basic Services as described Exhibit A, Phase 4, Paragraphs 2.4 for the Project shall be made on a per meeting basis by the Library based on the following schedule of costs per meeting:

Project Management Team (PMT) Meeting	\$ 1,200
Key Person Interviews	\$ 1,375
Library Leadership Team Charette	\$ 3,000
Staff Workshops	\$ 3,000
Community Workshops	\$ 3,200
County Board of Supervisors	\$ 3,000
<u>Total Allowance for Engagement Services</u>	<u>\$ 35,000</u>

3. Payments to the Consultant for these Basic Services shall be made monthly by the Library on a time and materials not to exceed basis based on the following amounts per task.

Phase 6.1 – Research	\$ 55,000
Phase 6.2 – Rebranding	\$ 26,820
Phase 6.3 – Brand Assets	\$ 15,530
Phase 6.4 – Marketing Plan	\$ 13,020
<u>Phase 6.5 – Website Redesign</u>	<u>\$ 38,870</u>
<u>Addition of Dixon Library</u>	<u>\$ 31,000</u>

2. METHOD OF PAYMENT

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers 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. To the extent that this Agreement falls within Section 2782.8(e) of the Civil Code, and accordingly: (1) in no event shall the cost to defend charged to Contractor exceed the Contractor's proportionate percentage of fault; and (2) in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Contractor shall meet and confer with other parties regarding unpaid defense costs.

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for

programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services 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.