



RESOLUTION No. 21-140

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE REQUEST FOR PROPOSALS (RFP) AND SCOPE OF SERVICES FOR TRUCKEE REGIONAL LIBRARY JOINT POWERS AUTHORITY (JPA) AND AUTHORIZING THE PURCHASING DIVISION TO ADVERTISE FOR QUALIFIED PROPOSALS

WHEREAS, the Board of Supervisors reviewed the County's capital facility goals which included a potential new Truckee library at its annual Board workshop on January 24, 2020; and

WHEREAS, in 2016 county tax payers passed Measure A that included in its expenditure plan "...establish, move or add library service locations where the demand for services and cost effectiveness is warranted..."; and

WHEREAS, the County, Town of Truckee, and the Friends of the Truckee Library have been actively working together to achieve the vision of a new Truckee regional library facility; and

WHEREAS, the Board of Supervisors wishes to confirm its approval and commitment to the RFP Scope of Services and authorize the Purchasing Division to advertise for bids for joint power authority consulting services.

NOW, THEREFORE, BE IT RESOLVED, by the Nevada County Board of Supervisors of the County of Nevada, State of California:

1. Approves the RFP Scope of Services for Consulting Services for Truckee Regional Library Joint Powers Authority (JPA), and grants the Purchasing Agent the authorization to incorporate any final changes into the RFP documents before advertising for proposals; and
2. Authorizes the Purchasing Division to advertise for proposals to the qualified firms or organizations for Consulting Services for Truckee Regional Library Joint Powers Authority (JPA).

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of April, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

4/27/2021 cc: IGS*
AC*
Purchasing*

**NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES**



REQUEST FOR PROPOSALS

for

**Consulting Services for Truckee Regional Library Joint
Powers Authority (JPA)**

RFP No. 141539

Release Date: April 27, 2020

Submittal Deadline: May 28, 2021

not later than 5:00 PM (Pacific)

Nevada County RFP No. 141539

Consulting Services for Truckee Regional Library Joint Powers Authority (JPA)

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ATTACHMENTS

- Exhibits
- Draft Contract

1.0 Introduction

It is desired to. The JPA is expected to be formed in 2022. The JPA is not expected to have its own staffing, however, the needs to be met by participating agencies. The current core partners include the Town of Truckee, the Friends of Truckee Library, and the County of Nevada.

Nevada County invites you to respond to this RFP for consulting services to assist in the formation a Joint Powers Authority (JPA) for the purpose of facilitating the construction financing of a new Truckee Regional Library. Proposers should demonstrate your qualifications for ongoing services through completion of the creation of the Authority. The County will consider each respondent's capabilities, pricing, perceived value, and other characteristics.

Additional details on our organization and scope of consulting services are noted below.

Information Due

All Applicants must turn in a completed RFP response no later than Tuesday, May 18, 2021 before 5:00pm PST to:

Desiree Belding, CPPO, CPPB
Nevada County Purchasing
Division 950 Maidu Ave.
Nevada City, CA
95959 Phone:
(530) 265-1557
Email: desiree.belding@co.nevada.ca.us

Your submittal package shall conform to the following:

- **One (1) original and four (4) printed copies** of your proposal
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
- The proposal should begin with a Cover Letter be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract. The Cover Letter shall include the following information:
 - Title of this RFP
 - Name and mailing address of firm (include physical location if mailing address is a PO Box)
 - Contact person, Email address, telephone number, and fax number.
 - Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
 - Faxed and/or emailed proposals shall not be accepted.

- The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- Late submittals shall not be accepted or considered.
- All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- Subsequent to award of this RFP, all of part of your submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq). Any request to protect any portion your proposal from release under these conditions may be subject to legal review and challenge.
- The County reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.
- All costs associated with proposal preparation shall be borne by the offeror.
- All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

Questions Regarding RFP

All inquiries concerning this RFP should be submitted to desiree.belding@co.nevada.ca.us.

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Purchasing Division.

All addenda for this RFP will be distributed via Nevada County's website:

<https://www.mynevadacounty.com/734/Purchasing#RFP>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.

Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal

Deadline for Submitting Questions Concerning RFP

All questions must be submitted no later than Tuesday, May 4, 2021 at 5:00pm PST.

2.0 Organizational Overview

It is desired to create a Joint Powers Authority (JPA) for the purpose of facilitating the construction financing of a new Truckee Regional Library. The JPA is expected to be formed in 2022. The JPA is not expected to have its own staffing, however, the needs to be met by participating agencies. The current core partners include the Town of Truckee, the Friends of Truckee Library, and the County of Nevada

3.0 Scope of Work

The Firm selected will facilitate the community process to develop a joint powers agreement and authority to accomplish these tasks.

Working closely with a Truckee Regional Library Construction Committee, the selected Firm will be responsible for providing the services listed below. The County will use the RFP responses to craft a “best fit” of the suppliers to the anticipated needs.

- 3.1** Conduct one 2 hour education session with the Truckee Regional Library Construction Committee and other local agency stakeholders regarding JPA formation, structure, functions, nuances, pros and cons, and other relevant aspects. Share examples of other JPA’s that facilitated library construction projects.
- 3.2** Individual stakeholder interviews with Friends Of The Library (FOTL), County, and Town, to fully understand each agencies interest.
- 3.3** Develop a JPA visioning and strategy document that describes the JPA’s purpose, goals, and functions for achieving the stated JPA goal of constructing a new Truckee Regional Library facility. The document should recommend the best option of forming and structuring the JPA to achieve the goal, as well as partner agency roles and responsibilities in the JPA. Identify major functions and issues the JPA will need to address and perform. This would include items such as land and facility ownership, annual maintenance budgeting and execution, administrative support functions, etc.
- 3.4** Facilitate the process to identify and engage local agencies to participate in the Joint Powers Authority. Facilitate a process with the agencies to develop the formal joint powers agreement that defines the member agencies’ intentions, the powers that they will share, and other mutually acceptable conditions that define the intergovernmental arrangement. Develop a process for enabling other agencies to participate in the JPA at varying levels.
- 3.5** Develop the final Joint Powers Agreement and identification of JPA treasurer and auditor.
- 3.6** Develop a document that describes the recommended high-level processes for JPA partner fiscal and labor contributions, equity considerations, expense processing, and other account/fiscal matters as they would be required for the JPA to function and achieve the stated goal.
- 3.7** Prepare a Notice of Joint Powers Agreement to be filed with the Secretary of State.
- 3.8** Develop a strategy and planning document for the JPA to issue revenue bonds to cover the facility’s estimated construction and lifecycle maintenance costs (approx.. \$25 mil.) Provide options and recommendation on best course of action for revenue bond approach and type. E.g. Marks-Roos Bonds, etc.
- 3.9** Develop a strategy and procedure document that describes the steps and a timetable to issue revenue bonds for the facility’s construction. Prepare agency ordinance documents if applicable.

3.10 Develop an initial JPA Board Administrative Actions “to do” list.

3.11 Define the process to bring in other partners into JPA.

4.0 **RFP Timeline**

ACTIVITY	DATE
RFP Issued	April 27, 2021
Pre-Proposal Conference	May 4, 2021
Deadline for final questions	May 12, 2021 before 5:pm
Deadline for Submission of Proposals	May 28, 2021 before 5:pm
Proposals Reviewed/Scored	June1 through June 9, 2021
Interviews	June 15, 2021
Contract Awarded	July 2021

5.0 **Proposals**

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided and should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

Those wishing to submit proposals for this contract should carefully review and submit responses as outlined below.

5.1. Cover Letter with the following information

- Name of Individual/Organization
- Contact Person
- Title
- Mailing Address
- Telephone Number
- E-mail
- Website

5.2. **TAB A: Organizational Overview**

- Describe your organization, history and scope of practice.
- Provide brief biographies of proposed team (w/resumes attached).

5.3. TAB B: Qualifications

- Briefly explain why you/your firm is a good fit with our organization and this contract.
- Describe your experience in starting up new JPAs.

5.4. TAB C: Proposed Work Plan & Timeline

- Description of proposed process to be used to fulfill the Scope of Work noted above.
- Outline of key steps, persons responsible and proposed timelines to complete each item.

5.5. TAB D: Response to Each Scope Item

- Detail your company's specific experience, strengths, and capabilities.
- Provide a short narrative on your approach to providing the services.
- Provide the expected cost for each component described in Section II.

5.6. TAB E: Client Management Services & Fees

- Process for managing work scope, including communications with Nevada County.
- Measures and reports to be used to keep work on track and demonstrate fulfillment of expected deliverables.
- Overall budget narrative, justification and methods of calculation.
- Any concerns with or objections to the contract's terms and conditions that could impact pricing, performance, or ability to reach a final agreement.

5.7. TAB F: References

- List of clients (name only) for whom you/your company have provided similar services.
- Contact information for three (3) specific professional references.

5.8. TAB G: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Sample Contract (Attachment B**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.**

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6.0 EVALUATION AND SELECTION

A. The below factors and scoring will be used when evaluating the proposals.

B. The following additional conditions will apply to the evaluation and selection process.

- Submittals will be reviewed for responsiveness. Responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- Interviews will be held solely at the County's option.
- The County reserves the right to make an award(s) without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might

propose. The County reserves the right to select which work items from Section II that will be performed.

- The County reserves the right to award a contract(s) to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

Evaluation Criteria – Written Proposals	Maximum Points Possible
Experience and qualifications and capabilities of firm (per Sections 5.3 and 5.7)	10
Experience and qualifications and capabilities of proposed staff (per Section 5.2)	15
Deliverables- Proposed Work Plan, it's effectiveness and timeline (per section 5.4)	15
Demonstrated ability to execute	20
Interview session presentation and assessment of Firm's understanding of the SOW and Firm's articulated plan and approach to deliver	15
Proposed Cost	25
Total Possible Points:	100

Administering Agency: Nevada County [Click or tap here to enter text.](#)

Contract No. _____

Contract Description: [Click or tap here to enter text.](#)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of [Click or tap to enter a date.](#) by and between the County of Nevada, ("County"), and [Click or tap here to enter text.](#) ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed** [Click or tap here to enter text.](#) **Dollars (\$**[Click or tap here to enter text.](#)**).**
3. **Term** This Contract shall commence on, [Click or tap to enter a date.](#). All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: [Click or tap to enter a date.](#).
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is

prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for

those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional

conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

19. **Financial, Statistical and Contract-Related Records:**

19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.

C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance

is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.

24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Click or tap here to enter text. Department
Address: Click or tap here to enter text.
City, St, Zip Click or tap here to enter text.
Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

CONTRACTOR:

Name of firm
Click or tap here to enter text.
Address Click or tap here to enter text.
City, St, Zip Click or tap here to enter text.
Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

**If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

THE FOLLOWING EXHIBITS WILL BE NEGOTIATED, BASED ON THIS RFP AND CONSULTANT'S PROPOSAL

Exhibits

- Scope of Services
- Payment for Services Rendered
- Facilities, Equipment and Other Obligations of County

EXHIBIT C

INSURANCE REQUIREMENTSInsurance. Contractor shall 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 hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- vi. **Automobile Liability Insurance** Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- vii. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if contractor provides written verification it has no employees).
- x. **Professional Liability (Errors and Omissions)** Insurance covering design and engineering error and omission with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
 - ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss

under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator..