

Lassen County Sheriff's Office Request for Proposal

2016 Jail Needs Assessment



John Mineau, Undersheriff
1415 Sheriff Cady Lane
Susanville, CA 96130

Proposal Due May 6, 2016 5:00pm

NOTICE TO CONSULTANTS

STATEMENTS OF QUALIFICATIONS AND SEALED PROPOSALS will be received until **5:00 p.m., May 6, 2016**, at the Lassen county Sheriff's Office, located at 1415 sheriff Cady Lane, Susanville, California 96130 for **pre-architectural jail planning services for a Comprehensive Needs Assessment Study for the expansion / remodel of the Lassen County Jail, 1405 Sheriff Cady Lane, Susanville, CA**, in accordance with provisions outlined herein prior to the closing date.

Qualifications and Proposals, in order to receive consideration, are to be made and submitted in accordance with the requirements and conditions set forth in this solicitation. Partial or contingent proposals may be rejected at the discretion of the review Committee.

The purpose of this study is to develop a needs assessment study which will help determine future space, security enhancements, operational requirements, physical plant needs, and programming classes for all security levels in an effort to plan for decades of growth.

This assessment should consider both the facility and operational aspects of jail capacity requirements planning. Additionally, this assessment will be used to identify strengths, weakness, threats, and opportunities that will provide information on future developments and operational needs.

All correspondence or communications in reference to the project and the Request For Proposals shall be directed to:

John C. Mineau, Undersheriff
Lassen County Sheriff's Office
Susanville, CA 96130
Phone: (530) 251-8013

The Board of Supervisors of Lassen County reserves the right to reject any or all proposals and to waive any informalities or irregularities.

LASSEN COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSALS

May 20, 2014

SUBJECT: PRE-ARCHITECTURAL JAIL PLANNING SERVICES FOR A NEEDS ASSESSMENT STUDY FOR THE EXPANSION / REMODEL OF THE LASSEN COUNTY JAIL, 1415 SHERIFF CADY LANE, SUSANVILLE, LASSEN COUNTY, CA.

The Lassen County Sheriff has identified the need to expand and / or remodel the Lassen County Jail in Susanville CA. Several project development options shall be explored. In an effort to maximize the benefit of this project and to ensure compatibility with Lassen County's needs, the Sheriff wishes to retain an experienced consultant with comprehensive resources to work with County project staff to define the project, and coordinate planning activities for the construction of the project for the Lassen County Board of Supervisors' approval.

The Lassen County Sheriff's Office has developed this RFP for the purpose of reviewing all qualified consultants. The Lassen County Sheriff's Office will be the lead agency for all contract agreements and will be the point of contact for this study.

PROPOSED PROJECT:

See Exhibit "A" - Project Description and Scope of Work

PRELIMINARY CONSIDERATIONS:

Consultant Contracts and the work shall be administered and coordinated by the Lassen County Sheriff's Office. It shall be the task of the Project Consultant to develop a needs assessment that will meet all of the criteria in The California Code of Regulations, Title 24. PART I, SECTION 13-102(C)2

AGREEMENT FOR SERVICES:

The successful applicant will be required to enter into a contract for professional services which has been developed to meet minimum Lassen County Standards and will be further modified to specifically identify the scope of services to be rendered (see Exhibit "B").

Each Applicant submitting qualifications for consideration agrees that their Firm will be willing to enter into a negotiated, final Agreement with the County of Lassen (as described above). The applicant additionally agrees that they will provide all Basic Services for the definable scope of the subject project for a "Not to Exceed" Fee.

PROPOSAL INFORMATION:

The Lassen County Sheriff's Office, 1415 Sheriff Cady Lane, Susanville, CA 96130, will receive proposals from all interested Firms **until 5:00 PM, May 6, 2016.**

Each interested Applicant must provide all of the following information in order to receive

further consideration. Additional, pertinent information may be submitted at the discretion of the Applicant.

1. Brief cover letter with the signature(s) of the company officer(s) empowered to bind the firm, with the title of each. Proposer's complete name, business address, e-mail, mailing address, and telephone number of the person the County should contact regarding the proposal.
2. A description of the proposer's organization, including names, of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. Names, qualifications, and experience of the proposed project team. Attach resumes of key project staff.
4. Five (5) Needs Assessment studies completed within the last three (3) years and the references for which the proposer has performed similar services of similar scope. Include the name and address of the organization, the name, e-mail and telephone number of a contact person, and a description of the services performed by the Proposer.
5. A narrative statement that sets out the methodology proposer intends to employ and how this methodology will serve to perform the described services.
6. A description of the management plan proposer intends to employ for the project and an explanation on how it will support all project and an explanation on how it will support all project requirements and logically lead to the required deliverables. The description should include the organization of the project team, including accountability and lines of authority.
7. A timeline for completion of the project.
8. A "Fee Statement", to include the total amount payable for the proposer to complete the needs assessment. The fee statement must be "all inclusive" to account for the cost of the study, personnel costs, travel, per diem, lodging and other fees associated with the project. The fee statement must include a timeline for payment. The county expects to pay installments based upon submitted invoices from the firm so the payments are made in conjunction with billable hours throughout the project with final payment due upon delivery of a completed needs assessment.
9. Proposer's acceptance of the County's sample agreement/terms and conditions listed in Exhibit "B". If the proposer has any additional terms and conditions or objects to the County's terms and conditions in Exhibit "B", proposer shall provide those details in writing with the submission providing a reason for the objection and/or propose specific alternate language. The County may not accept the alternative language as proposed.

SELECTION PROCEDURES:

Within one (1) week of the proposal due date, the Proposal Screening Committee will select no more than five (5) firms from all applications received.

The evaluation criteria listed below will be used in the evaluation of written proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should provide clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A Proposer must be acceptable in all criteria for a contract to be awarded to the Proposer that offers the best value to the County.

1. Corporate strength, qualifications, references and reputation of Proposer;
2. Depth of the project team's experience and its relevance to the project described in this RFP; including completion of five (5) Needs Assessment studies within the last three (3) years.
3. Proposer's understanding of the project requirements, methodology in conducting the assessment and response to the project scope of work;
4. Ability to meet the proposed timeline for completion of services;
5. Firm's experience in carrying out similar projects, including: experience with County government, State Agencies: Board of State and Community Corrections, Department of Finance and the State Fire Marshal, scope of activities covered, length of time involved, level of client satisfaction, and relative success.

These Firms **may** be required to appear before an Interview Committee for a thirty (30) minute informal interview. Upon completion of the interviews, the Committee will notify all applicants of the ranking of each firm (not to exceed a maximum of five (5) Firms). The County will begin contract negotiations with the first ranked firm. If negotiations are unsuccessful, the County will proceed to negotiate with the second ranked firm, and so on until successful negotiations have been completed. The final selection will be made known to all finalist Firms participating. The work of this project will start shortly after the selection of the Project Consultant and execution of the Agreement by the Board of Supervisors, currently scheduled for June 14, 2016.

The County reserves the right to either enter negotiations with the first ranked firm, or to reject any or all proposals submitted in response to this RFP.

Lassen County is not liable for any costs incurred by any prospective provider in preparation of their proposal in response to this Request for Proposal.

Firms which have indicated an interest, but were not selected, will be notified in writing. Firms submitting an incomplete application will be rejected.

SUBMITTAL AND SELECTION INFORMATION:

- A. All correspondence or communications in reference to the solicitation shall be directed to:

John Mineau, Undersheriff
Lassen County Sheriff's Office
1415 Sheriff Cady Lane
Susanville, CA 96130

- B. All costs for the preparation of submittals shall be borne by the Applicant. Submittals received shall become the property of Lassen County, whether accepted or rejected.
- C. Selection of qualified applicants will be consistent with applicable laws and as previously described under Selection Procedures.
- D. This RFP does not constitute an offer of employment or to contract for services.
- E. All submittals shall remain firm for sixty (60) calendar days following the last day to receive proposals.
- F. Original and Copies:
1. Hardcopies: Proposers must provide one (1) original and five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals.
 2. Electronic Copy: Electronic copy of the proposal is for the purpose of developing the contract for award. Proposers shall provide one (1) electronic copy of their proposal in CD-ROM or flash drive format, readable by Microsoft Office (Word, Excel and Project) software. The CD or flash drive shall be included in the ORIGINAL binder.
- G. Proposal Format. All proposals shall be typewritten on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.). Within each section of the proposal, proposer should address the requirements in order in which they appear in Exhibit "A", Section IV – Planning Guidelines.
- H. Schedule of Events. County will make every effort to adhere to the following anticipated schedule:

Event	Date
Issue of RFP	04/22/2016
Deadline for Submission of Proposals	05/06/2016
Proposal Evaluation	05/13/2016
Selection of Short List (if applicable)	05/20/2016
Conduct Interviews (at County's option)	05/23/2016
Selection of Finalist(s)	05/24/2016
Contract Development / Review	06/03/2016
Contract for Execution by the Board	06/14/2016
Commencement of Contract	Upon Execution of the Agreement by both parties

Responses received after the due date identified in this RFQ/RFP will not be considered.

Attachments:

1. Exhibit A - Project Description and Scope of Work
2. Exhibit B – Lassen County Contract

END

EXHIBIT "A"

PROJECT DESCRIPTION AND SCOPE OF WORK

2016 LASSEN COUNTY JAIL NEEDS ASSESSMENT STUDY AS DEFINED IN THE CALIFORNIA CODE OF REGULATIONS, TITLE 24 PART I, SECTION 13-102(C)2 FOR THE EXPANSION / REMODEL OF THE LASSEN COUNTY JAIL, 1405 SHERIFF CADY LANE SUSANVILLE, CA 96130

I. Site

The Lassen County Jail is located at 1405 Sheriff Cady lane in the City of Susanville, California. The project site is in the Northeast quadrant of a 23 acre parcel (101-150-01). The parcel houses the Lassen County Jail, Lassen County Sheriff's Office, and the Lassen Cemetery.

II. Coordination

All work and all contacts shall be coordinated by the Lassen County Department of Public Works and the Lassen County Sheriff's Office

III. Project Background and Objectives

Background

The Lassen County Jail (LCJ), opened in 1991, is in disrepair, and substantial improvements are needed to maintain a safe and secure location to house offenders. The jail is a type II facility with a board rated capacity of 156. Although the jail is operating with a current inmate population less than the "total" capacity; the jail lacks space for female offenders, high security inmates, and acute care medical beds, beds compatible with ADA requirements, safety cell capacity, and inmate program space. LCJ, constructed in 1990, also requires improvements and renovations because, in addition to being more than 20 years old, the facility was initially designed as a dual purpose adult detention center. The facility opened as both a type II county jail and as a community correctional facility (CCF) to house low level state prison inmates. The former CCF closed in 2011 and remains vacant. The CCF portion of the jail is comprised of two large dormitories. Considering the square footage and plumbing fixtures in the dormitories; the likely rated capacity (for single bunks) would be 57. However, Long-term offenders, high security inmates, and the mixed classifications housed in LCJ are not representative of the appropriate classifications to be comingled in large dormitories. The two large dormitories likely need to be reconfigured to create smaller segregation space to deal with many different classifications. Additionally, the former CCF dorms were never "opened" as jail beds when the facility opened in 1991. Accordingly, the fixtures need to be modernized to meet current title 24 standards if the dorms are to "open" as a county jail under an updated title 24 standard.

Capacity

The County needs additional capacity and other renovations in the jail for several

reasons, including: state and federal inmate housing requirements, public safety realignment, lack of segregated housing areas, lack of adequate bed space for women, overcrowding, longer sentencing guidelines, special needs (medical and behavioral health) inmates, ADA compatible housing, program space for group and individual therapy, inmate education, and potential inmate population growth.

Crowded conditions for women inmates have forced Lassen County to continually seek early release orders for women offenders from the Lassen Superior Court. Sheriff's Personnel have been continuously renewing early release orders for females for several years. Additionally, a lack of adequate segregation space causes Sheriff's personnel to continually rehouse male inmates into different locations throughout the facility.

Security

Security upgrades are needed at County facilities to maintain safe and effective oversight and control of the inmate population. The original configuration of the two county dormitories gives inmates access to both dorms during ingress / egress. Inmates entering the dorms exit a corridor and enter the "303" dormitory. If inmates have to enter the 301 dormitory, its only entrance (and exit) is via the 303 dorm to the corridor. Every time correctional officers, inmates, medical, or support personnel need to access the 301 dorm, there is an opening to the 303. This "unique" access / exit point creates a major security risk when rival inmates are housed in different dormitories. The lack of a separate / secure entrance between the two dormitories has been the direct cause of multiple inter-dorm assaults.

The Special Housing Unit (SHU) is the most secure portion of the county jail. The SHU houses both male and female offenders. Unfortunately, the area does not provide adequate visual separation between male and female offenders. As a result, the windows over for the women's dorms had to be painted in an effort to create a visual barrier. Additionally, every time women offenders leave their assigned housing unit, they are in view of male inmates. Additionally, the constant overcrowding of women causes Sheriff's Personnel to rehouse women into cells / dayrooms originally constructed for male inmates. This practice results in additional temporary visual barriers to maintain sight segregation between women and men.

The upper mezzanine in the special housing unit has 20 cells. When the facility first opened, all of these cells contained a single bunk. At that time, it was common for all 20 of the inmates housed in the upper mezzanine to come out of their cells and program at the same time. Now, all of the 20 cells have double bunks. Due to the double occupancy in the upper mezzanine, it is virtually impossible to allow all 20 cells (40 inmates) to program together. There are too many classifications, rivals, and other personality conflicts that prevent full occupancy of the upper dayroom. If the area were partitioned in some format to allow multiple classifications into separate dayrooms at the same time, inmates will have greater access to recreation and other dayroom activities.

The lower area in the special housing unit is the most segregated housing in the jail.

Accordingly, the highest security, inmates occupy those cells. Unfortunately, only one half of those cells have food ports in the cell doors. The lack of food port causes officers to regularly make personal contact during meal delivery, medication delivery, laundry exchange, commissary, and library service. The jail needs the ability to completely segregate the highest classification; most assaultive and dangerous inmates from direct contact with officers; unless contact is required based on the task at hand.

The booking area has two temporary holding cells, two sobering cells, and one safety cell.

Facility / Physical Plant

The majority of the facility is still equipped with “original” materials. The HVAC system, door hinges, locks wall coverings (sheetrock / plywood in some areas), kitchen wall coverings, ventilation, food storage areas, and refrigerators / freezer are all original. Many areas are showing signs of age and wear.

The former CCF dormitories could provide new inmate capacity and program space if the areas can be remodeled to create segregated housing, dayrooms and possibly classroom or treatment areas.

The County’s jail facilities are aging and expensive to maintain, and capacity, security, and facility needs are driving these objectives. The County intends to upgrade these facilities to meet these multiple objectives, and the County will pursue state general funds for jail construction / remodel to support the effort.

Construction Timing

The County currently envisions utilizing the design-build process for this project. The County will be applying for state funds (if available) in 2016. If the County’s application to the BSCC is successful and funded in FY 2016/2017, the County expects to initiate the design-build process as soon as possible after award. Inmates will be managed and moved within the existing housing areas during construction.

IV. Planning Guidelines

Task 1 – Vision Setting and Project Planning Development

- A. Conduct project kickoff meeting and planning session with key stakeholders from Lassen County:

Task 2 – Needs Assessment

- A. Produce a Needs Assessment update with input and coordination from the County. For developing the Needs Assessment, THE CONSULTANT will adhere to the requirements of Title 24, CCR, and Section 13-102 (c) 2: a. Elements of system.
- B. Department’s operational and design philosophy.

- C. Current inmate population.
- D. Classification system.
- E. Program needs, and planned academic program, including special education programs and an analysis of performance in using programs that can reduce secure facility requirements.
- F. An analysis of the local trends and characteristics which influence planning assumptions about future corrections systems change, including population projections, current and projected inmate populations, and program costs based on continuation of current policies and projections of alternative policies or programs on inmate population growth and program costs.
- G. Adequacy of staffing levels.
- H. Ability to provide visual supervision.
- I. Adequacy of record keeping.
- J. A history of the system's compliance with standards.
- K. Any other unresolved issues.

Exhibit B – Lassen County Contract Template

AGREEMENT BETWEEN LASSEN COUNTY

AND

*

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter “COUNTY”), and *, *, with a principal place of business at *, (hereinafter “CONTRACTOR”).

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for *and,

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment “A”. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment “A”.

2. TERM.

The term of the agreement shall be for the period of July 1, 200* through June 30, 200*.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment “B”. The payment specified in Attachment “B” shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment “B”.

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

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 Agreement.

COUNTY shall:

4.1 Provide program consultation and technical assistance to CONTRACTOR.

4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.

4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.

4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

*, * is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. * is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR
*

Dated: _____

By: _____
*

Dated: _____

By: _____
*

COUNTY
County of Lassen

Dated: _____

By: _____
*

Dated: _____

By: _____
*

Approved as to form:

Lassen County Counsel

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
*
SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

*

END OF ATTACHMENT "A"

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY
*
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

*

END OF ATTACHMENT "B"

ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND

ADDITIONAL PROVISIONS

*

END OF ATTACHMENT "C"

ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY=s control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1 .6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1 .7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1 .8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

_____ County Initials ATTACHMENT D, Page 1 Contractor Initials _____

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

_____ County Initials ATTACHMENT D, Page 2 Contractor Initials _____

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

*

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

COUNTY shall not be liable for, and contractor shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way

_____ County Initials ATTACHMENT D, Page 3 Contractor Initials _____

connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

County shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims")), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

D.6.1. Claims Arising from Sole Acts or Omissions of COUNTY:

The County of Lassen (COUNTY) does hereby agrees to defend and indemnify the *[OTHER PUBLIC AGENCY], its agents, officers and employees (hereinafter collectively referred to in this paragraph as *[OTHER PUBLIC AGENCY], from any claim, action or proceeding against *[OTHER PUBLIC AGENCY], arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, *[OTHER PUBLIC AGENCY] may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve county of any obligation imposed by this Agreement. *[OTHER PUBLIC AGENCY] shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.2. Claims arising From Sole Acts or Omissions of *[OTHER PUBLIC AGENCY]:

The *[OTHER PUBLIC AGENCY] hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as County), from any claim, action or proceeding against County , arising solely out of the acts or omissions of *[OTHER PUBLIC AGENCY] in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve *[OTHER PUBLIC AGENCY] of any obligation imposed by this Agreement. County shall notify *[OTHER PUBLIC AGENCY] promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.3. Claims Arising From Concurrent Acts or Omissions:

The County of Lassen (COUNTY) hereby agrees to defend itself, and the *[OTHER PUBLIC AGENCY] hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and *[OTHER PUBLIC AGENCY]. In such cases, county and *[OTHER PUBLIC AGENCY] agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

D.6.4. Joint Defense:

_____ County Initials ATTACHMENT D, Page 4 Contractor Initials _____

Notwithstanding paragraph D.6.3 above, in cases where COUNTY and *[OTHER PUBLIC AGENCY] agree in writing to a joint defense, County and *[OTHER PUBLIC AGENCY] may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of *[OTHER PUBLIC AGENCY]. Joint defense counsel shall be selected by mutual agreement of County and *[OTHER PUBLIC AGENCY]. County and [OTHER PUBLIC AGENCY] agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below. County and *[OTHER PUBLIC AGENCY] further agree that neither party may bind the other to a settlement agreement without the written consent of both County and *[OTHER PUBLIC AGENCY].

D.6.5. Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and *[OTHER PUBLIC AGENCY] may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

_____ County Initials ATTACHMENT D, Page 5 Contractor Initials _____

D.13 TERMINATION.

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement 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 * _____ Dollars (\$* _____). 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 Agreement. 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. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

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D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

_____ County Initials ATTACHMENT D, Page 7 Contractor Initials _____

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

_____ County Initials ATTACHMENT D, Page 8 Contractor Initials _____

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

_____ County Initials ATTACHMENT D, Page 9 Contractor Initials _____

If to "COUNTY":

*

If to "CONTRACTOR":

*

END OF ATTACHMENT AD.0

____ County Initials

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Contractor Initials _____