County of Amador

REQUEST FOR PROPOSALS

RFP No. 11-16

Consulting Services

for

DEVELOPMENT OF LOCAL HAZARD MITIGATION PLAN (LHMP)

Deadline for Submission: 1:30 p.m. Thursday, February 9, 2012

UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED

Prepared for:
Amador County Office of Emergency Services (OES)
700 Court Street
Jackson, California, 95642
(209) 223-6500
PROJECT DESCRIPTION SUMMARY

The County of Amador is seeking sealed proposals from qualified firms (consultants) and/or individuals wishing to develop/update the Local Hazard Mitigation Plan (LHMP) for the County’s Office of Emergency Services located in Jackson, California in accordance with the proposal guidelines and contract documents contained herein. The LHMP will qualify the jurisdictions of the County of Amador, Amador City, City of Ione, City of Jackson, City of Plymouth, City of Sutter Creek, and other special districts wanting to participate to receive Federal Emergency Management Agency (FEMA) disaster mitigation grants.

BACKGROUND

Amador County is located on the western slope of the Sierra Nevada Mountains in north-central California, southeast of the Sacramento metropolitan area. The county is bordered by Alpine County to the east, El Dorado County to the north, Sacramento County to the northwest, San Joaquin County to the southwest, and Calaveras County to the south. The Consumnes River along the northern border and the Mokelumne and North Fork Mokelumne Rivers along the southern border serve as natural boundaries for Amador County.

On October 30, 2000 the President of the United Stated signed into law the Disaster Mitigation Act of 2000 (Public Law 106-390) to amend the Robert T. Stafford Disaster Relief Act of 1988. The above legislation reinforces the importance of pre-disaster infrastructure mitigation planning to reduce disaster losses nationwide, and is aimed primarily at control and streamlining of the administration of Federal disaster relief programs to promote mitigation activities. The Federal Emergency Management Agency (FEMA) provided updated guidelines as of July 1, 2008.

The Amador County Board of Supervisors adopted the current LHMP on October 31, 2006 (Resolution #06-324), which is scheduled to expire on October 31, 2011. The Federal mitigation planning regulation of 44 CFR 201.6(d)(3) states that local jurisdictions must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within five (5) years in order to continue to be eligible for mitigation project grant funding.
**SCOPE OF WORK**

The Scope of Work is for the Consultant to develop a Local Hazard Mitigation Plan (LHMP) update that encompasses a planning area specific to its jurisdictional boundaries and includes the incorporated jurisdictions of Amador City, Ione, Jackson, Plymouth, and Sutter Creek. Special Districts within the County boundaries may also decide to participate in this planning effort. The plan update will address mitigation of multiple natural hazards that are specific threats to the County, including but not limited to the following:

- Avalanche
- Dam/Levee Failure
- Drought
- Earthquake
- Flood: FEMA 100/500-year and localized flood problem areas
- Landslides
- Severe Weather (extreme temperatures, fog, heavy rains/thunderstorms, wind/lightening, snow, tornadoes)
- Wildfires
- Volcanoes

The scope of work for this project is organized into four phases according to the FEMA planning guidance as follows:

- LHMP Planning/Development Process
- Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)
- Hazard Mitigation Strategy
- LHMP Maintenance Process

The consultant will be responsible for assuming a lead role for general research, drafting the risk assessment, facilitating the planning process, mitigation strategy development and providing all deliverables necessary to comply with the Federal mitigation planning regulations.

In addition, the scope of work for this project will follow the detailed 10-step planning process based on the established guidelines for mitigation planning under FEMA’s Community Rating System (CRS) and Flood Mitigation Assistance (FMA) programs.
The following table illustrates cross references of the two sets of planning requirements and details the 10-step planning process needed for plan development:

<table>
<thead>
<tr>
<th>Disaster Mitigation Act Planning Regulations (44 CFR 201.6)</th>
<th>Step #</th>
<th>CRS/FMA Planning Steps</th>
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<tr>
<td>Planning process</td>
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<tr>
<td>201.6(c)(1)</td>
<td>1</td>
<td>1. Organize resources</td>
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<td>201.6(b)(1)</td>
<td>2</td>
<td>2. Involve the public</td>
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<td>201.6(b)(2)&amp; (3)</td>
<td>3</td>
<td>3. Coordinate with others</td>
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<td>Risk assessment</td>
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<td>201.6(c)(2)(i)</td>
<td>4</td>
<td>4. Assess the hazard</td>
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<td>201.6(c)(2)(ii)&amp;(iii)</td>
<td>5</td>
<td>5. Assess the problem</td>
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<td>Mitigation strategy</td>
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<td>201.6(c)(3)(i)</td>
<td>6</td>
<td>6. Set goals</td>
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<td>201.6(c)(3)(ii)</td>
<td>7</td>
<td>7. Review possible activities</td>
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<td>201.6(c)(3)(iii)</td>
<td>8</td>
<td>8. Draft an action plan</td>
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<td>Plan maintenance</td>
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<td>201.6(c)(5)</td>
<td>9</td>
<td>9. Adopt the plan</td>
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<td>201.6(c)(4)</td>
<td>10</td>
<td>10. Implement, evaluate, revise</td>
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THE COUNTY’S ROLE

This LHMP update will be developed by County staff and in conjunction with the successful proposer (consultant). Amador County Hazard Mitigation Planning Committee (HMPC) will support the process of plan development and participate in all stages of the planning process including data collection, mitigation strategy development and plan implementation.

COMPENSATION AND REIMBURSEMENT OF EXPENSES

Consultant shall submit for review and approval invoices detailing the services provided during each invoice period. The invoice shall utilize a simple, easy to understand format that has been approved by the Hazard Mitigation Planning Committee.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

PROPOSAL CONTENT

The proposal shall include the following as a minimum:

1. Transmittal Letter: The letter shall state the location where the work is to be performed, and be signed by a principal of the firm.
2. Cover Page: Including firm name, title of proposal, and date;

3. Executive Summary: An overview (1-2 pages only) of the entire proposal describing its most important elements. The summary should present the proposer's basic scope of work, objectives and intended results of the project. It should summarize how the proposal meets the RFP requirements and why the proposer is best qualified to perform the required work. Include exclusions to the scope of work.

4. Identity of Proposer: Legal name and business address of the agency or organization making the proposal, legal form, proof of non-profit status, and name, title, address and telephone number of contact person.

5. Demonstration of Project Understanding: A detailed discussion of the project showing the proposer's understanding of the project requirements and constraints.

6. Work Plan: Detailed description of the approach and methodology to be used to meet the objectives of the project. Include locations where service is to be delivered, projected unduplicated persons to be served for various activities, numbers of activities or meetings to be held, total participants projected, etc. Also include description of intra-agency and/or inter-agency collaboration that is needed.

7. Staffing: List of personnel who will be directly assigned to the project, together with a discussion of responsibilities for this project and resumes. Include an organizational chart of personnel involved in the project.

8. Statement of Experience and Qualifications: Description of the nature of the proposer's present work, including a mission statement; and a list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members.

9. Execution of Sample Agreement: A statement that the Sample Agreement (see Exhibit A) has been reviewed by the appropriate personnel, and a list of any exceptions or changes which are requested prior to execution of the Agreement.

   No requests for changes to the Agreement will be entertained other than those presented in the proposal.

10. Cost Proposal: A detailed, phase-related cost proposal based upon anticipated hours for each phase and hourly rates for each assigned employee, supplies and equipment costs, travel, office support, and all other overhead costs. Each proposed phase should be accompanied by a “not to exceed” cap on costs. Basis for charging on a time and materials basis for preparation of optional steps should be listed.
**PROJECT SCHEDULE AND BUDGET**

The proposer shall submit a detailed proposed schedule identifying projected dates of completion for project phases.

The proposer shall submit a detailed budget that includes without limitation costs of required staffing, leasing costs, utilities, proposed program supplies and equipment, and other service costs and administrative costs.

**PROPOSAL SUBMITTAL**

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

1. Submit six (6) bound proposal copies, one (1) original and one electronic copy (CD) in Microsoft Word no later than 1:30 p.m. Thursday, February 9, 2012, to the Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642. (Note: Firms selected for interview may be required to submit additional copies.)

2. The proposal must be submitted in an envelope clearly marked with the Consultant’s name and title of the proposal (RFP 11-16, Multi-Hazard Mitigation Plan).

3. Proposals received incomplete or late, for any reason, shall not be accepted.

4. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.

5. Proposals submitted to the County become public documents subject to disclosure once the proposal is awarded. If the proposer considers any portion of their proposal to be confidential, the proposer must label each and every page of the confidential portions as: “Trade Secret”, “Confidential” or “Proprietary.” The proposer must also list the confidential material at the beginning of its proposal, and provide justification for not making such material public. The County shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the proposer may obtain, but it is incumbent on the proposer to assert its rights to confidentiality.

Please note: The successful proposer shall be expected to fully meet all representations made in its proposal, including demonstration of project understanding, work phases, project schedule, project team and cost proposal.
EVALUATION OF PROPOSALS

The County staff will evaluate the proposals as described below. Questions concerning the project and/or proposal requirements should be directed to Sergeant John Silva, OES Coordinator, 700 Court Street, Jackson, CA 95642, Telephone (209) 223-6384 or jsilva@amadorgov.org.

1. Proposals shall be opened and checked to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.

2. Prior to final Consultant selection, a short list of qualified and responsive Consultants may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each Consultant to present their qualifications and proposals in person and to answer any questions that the County may have regarding the Consultant’s submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed.

3. Consultants will be ranked based on the criteria listed:

   a. Demonstrated experience in providing consulting services for Multi Hazard Mitigation plans; knowledge of ADA and California law addressing employment of persons with disabilities.

   b. Quality and responsiveness of the proposal.

   c. Appropriateness of the project approach and proposed project plan and budget.

   d. Understanding of the principles of the LHMP process, including FEMA, DMA 2000 regulations and the FEMA Local Multi-Hazard Mitigation Planning Guidance.

   e. Expertise, qualifications, and directly related experience of the project manager assigned to the project.

   f. Technical merits of the proposal, including adequacy and completeness of the information provided.

   g. References of the firm. The proposer shall list projects of a similar nature completed in the last five years, the name of the client and the project manager for each, telephone numbers, type of work performed, and the value of the contracts.

   h. Demonstrated ability to perform quality work, control costs, and meet time schedules.

   i. Ability to work and communicate effectively with the public, other agencies, and County staff.

4. If agreement cannot be reached with the top ranked proposers the County will then contact the next highest proposer and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is
successfully negotiated, or until the County determines to cease negotiations with any firm.

5. The County is an Equal Opportunity/Affirmative Action Employer and the successful proposer will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Proposers should be familiar with the Employers’ Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor’s Office of Disability Employment Policy.

TERMS OF REQUEST FOR PROPOSALS

1. **Acceptance of Proposals:** The County reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal. This RFP is not an offer to contract.

2. **Oral Communications:** Any oral communication between the County and the proposer is not binding, nor will it modify the RFP in any way.

3. **Amendments:** We expect that you may have questions as you prepare your response to the RFP. To handle these questions most effectively and to ensure that everyone has the same information, we request that you promptly send a contact e-mail address to jsilva@amadorgov.org, if you intend to submit a proposal. Answers to questions submitted to the County regarding the RFP will be provided via e-mail and copied to each firm that has submitted a contact e-mail address. Questions must be received no later than February 2, 2012 at 5:00 p.m.

4. **Proposal Cost:** The cost of developing the proposal is the sole responsibility of the proposer; the County is not liable for any costs incurred by those submitting proposals.

5. **Proposal Submission:** Proposers may submit proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). Proposals must be received at the address noted by the deadline.

6. **Basis for Proposal:** The RFP and any amendments to it represent the most definitive statement the County will make concerning information upon which proposals are to be based. Proposers will be assumed to have thoroughly examined these documents. Any clarification to these documents shall be requested in writing by the proposer at least one week before the deadline for proposal submission. Written interpretations or changes to the RFP made by the County will be furnished to all proposers receiving the RFP.

I. EXHIBITS

A. Sample Agreement
Exhibit A

SAMPLE

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of February ___, 2012 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and XXXXXXXXXXX, a California XXXXXXXXXXX (the “Contractor”).

RECITALS

A. County desires to engage professional assistance to provide services to XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall provide XXXXXXXXXXX services (the “Work”). The Work is more particularly described on Attachment A attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor’s performance of this Agreement.

1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
1.3 Contractor is authorized to proceed immediately upon full execution of this Agreement and delivery of required insurance certificates as required by section 11 below.

1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor existing information in County’s possession applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor’s or County’s duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on XXXXXXXXXX and shall terminate on XXXXXXXXX. County reserves the right to terminate this Agreement with or without cause on seven (7) days written notice to Contractor. County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or its employees, agents or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

5. COMPENSATION TO CONTRACTOR.

5.1 Contractor shall submit monthly invoices in arrears indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Contractor shall be paid on a time-and-materials basis, with a cost-not-to-exceed limit of $XXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on Attachment B attached and incorporated by this reference. In no event shall total compensation to Contractor under this Agreement exceed the sum of $XXXXXXX.

5.2 Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report showing progress toward completion of each task constituting the Work. Invoices shall reflect charges for the portions of the Work completed during the reporting period covered by the corresponding progress report. Invoices cannot be paid prior to submission of a progress report for the period in question.
5.3 County shall make payment to Contractor within thirty days following submission of an invoice for payment together with the accompanying progress report. Compensation shall be based upon the services described on the invoice and in an amount properly allowed by the County.

6. **SUPERVISION OF THE WORK.**

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County’s General Services Director. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. **CONFERENCES, VISITS TO SITE, INSPECTION OF WORK.** In the event it should become necessary for the State or County to hold any conference respecting the Work, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference.

8. **ASSIGNMENTS.** Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. **CONTRACTOR NOT EMPLOYEE OF COUNTY.** It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. **LICENSES, PERMITS, ETC.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

11. **INSURANCE.**

   11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

   11.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars ($1,000,000) limit per occurrence for bodily injury and property damage, including endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractors liability. Commercial Liability Insurance shall be on an “occurrence” form and not under a “claims made” or “modified occurrence” commercial liability form.

   11.1.2 Commercial Automobile Liability - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars ($1,000,000) combined single limit each person for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.
11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than $1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor’s insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County’s Risk Manager prior to beginning the Work. If any deductible or self-insured
retention is deemed unacceptable by County’s Risk Manager, either (i) Contractor’s insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County’s Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor’s policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party.

12. **WORKERS’ COMPENSATION INSURANCE.** In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers’ Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers’ Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, representatives or agents.

13. **OWNERSHIP OF PLANS.** Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor’s files.

14. **INDEMNIFICATION.** Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County’s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor’s officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers’ compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of
Contractor by any person or entity. Contractor’s indemnity obligations shall not be limited by the amount of insurance provided.

15. **PUBLIC RECORDS ACT DISCLOSURE.** Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Contractor has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by Contractor if disclosure is deemed by County to be required by law or by court order.

16. **NON-DISCRIMINATION.** Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President’s Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

17. **CONFLICT OF INTEREST.** Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

18. **ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.** Contractor acknowledges that it has received a copy of the County’s policy regarding alcohol free and drug free workplace, and shall execute an acknowledgment of this policy in the form attached as Attachment C.

19. **RETENTION OF RECORDS.** Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
20. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: 
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX

To County:  
Amador County Office of Emergency Services (OES)  
700 Court Street 
Jackson, California, 95642

With a copy to: 
Office of the County Counsel 
810 Court Street 
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

21. **CONTRACT EXECUTION.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

22. **CONSTRUED PURSUANT TO CALIFORNIA LAW.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.

23. **INCORPORATION OF AGREEMENTS AND AMENDMENTS.** This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

24. **SEVERABILITY.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

25. **TIME OF ESSENCE.** Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:
XXXXXXX, a California corporation

BY:________________________
Chairman, Board of Supervisors

BY:________________________
Name: ___________________________
Title: ___________________________

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:________________________
Greg Gillott

RFP 11-16 Local Hazard Mitigation Plan