

REQUEST FOR PROPOSALS

Integrated Library System Function Requirements Document

ISSUED BY:

NAPA CITY-COUNTY LIBRARY

Opens: April 8, 2011

Closes: May 2, 2011

An Equal Opportunity Employer
Auxiliary Aids and Services are Available Upon Request
To Individuals with Disabilities

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CALENDAR OF KEY DATES

ACTIVITY	DATE
Release RFP	April 8, 2011
Notification of interest and questions due to Dawn P. Boggs, Staff Services Analyst, Napa City-County Library	April 15, 2011
County will release questions submitted	April 20, 2011
All proposals due to NCCL office by 5:00 p.m. 380 Coombs Street, Napa	May 2, 2011
Proposal Review by Committee	May 6, 2011
Interviews, if necessary	Week of May 9, 2011
Negotiations	Week of May 9, 2011
Selection and Notification	Week of May 9, 2011
Services Provided	May-September 30, 2011

BACKGROUND

The Napa City-County Library, (NCCL) provides library services to the residents of Napa County and is a member of SNAP, Solano, Napa and Partners, which share an integrated library system (ILS). Members of SNAP include Napa, Solano, St. Helena, Dixon, Benicia, Napa Valley College and Solano Community College. Solano County Library provides CARL Solutions an ILS to the SNAP members. However, it is a legacy system, which is no longer being developed by CARL. Recognizing that a new system will be needed, NCCL applied for a CLSA grant through the State Library and was awarded a grant to develop a function requirements document that will be the basis of a RFP for a new ILS, which could be a proprietary system or an open source ILS.

INTRODUCTION

The NCCL is soliciting Request for Proposals (RFP) from contractors for the creation of a Function Requirement Document to which will be used to develop an RFP for an ILS that will support the needs of all SNAP member libraries. If the consultant utilized for the development of a Function Requirement Document is associated with a proprietary ILS, that ILS will be disqualified from the RFP process to develop the ILS system. The RFP for the ILS will state the consultant utilized for the development of the Function Requirement Document.

This RFP does not commit the NCCL to accept any proposal submitted; nor is NCCL responsible for any costs incurred by the vendor in the preparation of responses to this RFP. The NCCL reserves the right to accept or reject any or all of the proposals received, to negotiate with selected entities, or to cancel this RFP in part or in its entirety. Selection will be based on cost and an evaluation of the proposer's responsiveness to all areas of the RFP. The NCCL reserves the right not to award a contract to any vendor as a result of this RFP if suitable responses are not received.

SCOPE OF WORK

The respondent should have the capacity to develop a function requirements document that captures the needs of an ILS that will function with large, small, public and college libraries who share resources. All aspects of an ILS should be addressed:

- Online Public Access Catalog (OPAC)
- Serials
- Acquisitions
- Cataloging
- Mobile Services
- Circulation
- Resource Sharing/ ILL
- Reports

The respondent must work in partnership with NCCL and SNAP to develop the requirements and shall develop the document with input from all SNAP partners.

The following services are a representation of the duties expected of the consultant.

1. Works with SNAP partners and the different divisions such as, but not limited to, Circulation and Technical Services through a team approach to identify the requirements for a coordinated and customer-friendly ILS that meets the business and patron needs.

2. Provide a document that identifies the requirements for a fully functional ILS that could be a proprietary system or an Open Source platform.
3. Coordinates and attends meetings as appropriate.
4. Facilitates focus groups, and/or listening sessions, in conjunction with NCCL and SNAP members to solicit input from staff in various work units regarding their business needs.

Funding Period

The funding period for contract(s) awarded under this solicitation will be through September 30, 2011.

Budget

The amount of funds available for this project will not exceed \$50,000.00.

Statement of Compliance

Respondent shall sign the "Statement of Compliance" certifying the information is correct.
(Attachment 2)

PROPOSAL PROCESS AND GENERAL INFORMATION

Registration and Inquiries

Respondents should register as potential contractors with County to receive any amendments or other communications regarding this RFP. Should unanticipated changes become necessary, the relevant information shall be sent to all registered respondents and will also be posted on the following website, <http://www.countyofnapa.org/Procurement/>. Any and all questions from any and all respondents will be provided to all registered respondents. Respondents failing to register assume complete responsibility in the event that amendments or other communications are issued.

To register, or to make inquiries regarding the RFP, contact:

Dawn P. Boggs
Staff Services Analyst
Napa City-County Library
580 Coombs Street
Napa, CA 94559
phone: (707) 253-4819
email: dawn.boggs@countyofnapa.org

Respondents may contact only the individual(s) identified above and are specifically directed not to contact other County, NCCL or SNAP personnel for meetings, conferences, or technical discussions related to the RFP. Other County, NCCL or SNAP staff will not be available to answer questions related to this RFP. If any such contact is made, the County reserves the right to reject the proposal.

INTERPRETATION AND ADDENDA

NCCL reserves the rights to amend, alter, or change the rules and conditions contained in the RFP prior to the deadline for submission of Proposals. Any revisions to the RFP will be accomplished through the addenda or supplements to the RFP and shall become part of the RFP. NCCL will not be responsible for any other explanation or interpretation. All addenda will be sent to all persons and entities registered as potential Respondents and posted on the Napa County websites.

LOCAL VENDOR PREFERENCE

Napa County has a local vendor preference that covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications, pricing and deliverables are determined by the reviewing panel to be otherwise equal, unless such preferences not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County.

Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

SUBMISSION OF PROPOSAL

Each Respondent must submit an original signed Proposal marked Napa City-County Library, Director and addressed to Danis Kreimeier, as indicated in "General Overview" and three copies. Proposals must be submitted no later than May 2, 2011 at 5:00PM. Proposals received after this date and time will not be considered. Postmark by the deadline shall not constitute receipt; actual receipt by NCCL is mandatory. Electronically transmitted copies will be accepted but must be received prior to the day and time deadline. All Proposals received are final and become the property of the NCCL.

The respondents may withdraw a proposal by submitting a written request for its withdrawal to Danis Kreimeier, and signed by the respondent or an authorized agent at any time prior to the proposal submission deadline. The respondent may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline.

By submitting a proposal, the respondent represents and warrants that:

- (a) The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.
- (b) The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County of Napa.

The County reserves the right to request additional information not included in this RFP from any or all respondents after May 2, 2011.

The County reserves the right to contact references not provided in the submittals.

Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

CONTRACT PERIOD

Although NCCL is open to specific contract timelines, we expect that this contract shall run from May 2011 through September 30, 2011.

RESPONSE FORMAT

To be considered, respondents must submit a comprehensive response that meets the minimum requirements included in Proposal Contents section of this RFP. All respondents are required to respond to this RFP exactly as outlined to ensure an equal and timely evaluation of all proposals. Any supporting information shall be clearly identified. Where a respondent can furnish equivalent capabilities, but not as specified in this RFP, the respondent should so state and describe the equivalent capabilities.

For hand delivered proposals, NCCL staff will date stamp proposals and provide respondents with a signed receipt verifying the time and date the proposal is received. If a commercial carrier (FedEx, UPS, or USPS) is used to submit a proposal, it is the responsibility of the respondent to ensure that they receive a receipt of delivery from the commercial carrier. Timely submission of the proposal is the sole responsibility of the respondent.

Confidentiality and Ownership of Proposals

All proposals and associated materials become the property of the NCCL. The content of all proposals and associated materials will be held confidential to the full extent permitted by public agencies under California law until an award of contract is made; at that time all proposals and related documents will become public record. Any items regarded as proprietary, or trade secrets, should be clearly indicated.

Limitations

This RFP does not commit the NCCL to accept any proposal submitted; nor is NCCL responsible for any costs incurred by the vendor in the preparation of responses to this RFP. The NCCL reserves the right to accept or reject any or all of the proposals received, to negotiate with selected entities, or to cancel this RFP in part or in its entirety. Selection will be based on cost and an evaluation of the proposers' responsiveness to all areas of the RFP. The NCCL reserves the right not to award a contract to any vendor as a result of this RFP if suitable responses are not received.

Proposal Acceptance/Rejection

The NCCL will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration.

Proposals that pass the completeness and compliance review process stated above will be evaluated against the criteria outlined in the Proposal Contents section and stated in the Proposal Evaluation section.

PROPOSAL CONTENTS

Respondents are required to respond to the questions and information requested in the order listed in this section. As indicated below, respondents must designate an authorized negotiator. This designated person must be empowered to make binding commitments for the contractor and its subcontractors, if any. The NCCL will negotiate contract terms with the finalist once the evaluations are completed.

Each respondent is requested to submit its proposal in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the respondent's ability to provide the requested services. In order to simplify the review process and obtain the maximum degree of comparison, proposals shall be organized as follows:

A. **Title Page**

The title page shall show:

1. The RFP subject.
2. The name of the respondent's company, local address, and federal tax identification number.
3. The authorized negotiator and that person's telephone number, fax number, and e-mail address.
4. The authorized signature and submittal date.

B. **Executive Summary (25 points)**

The executive summary, not to exceed two (2) pages, shall include a brief overview of the entire proposal including:

1. A summary of the respondent's understanding of the services to be provided and the service delivery approach that will be used;

C. **Qualifications & Experience (25 points)**

The respondent must provide an overview of its organization and its qualifications to successfully provide the function requirements document.

1. Respondent Profile

Respondents must provide a description of their organization, including the following:

- a. A brief organizational history;
- b. Whether they are local, regional, national, or international organization, and whether they are licensed to do business in the state of California;
- c. A statement as to whether in the last ten (10) years, proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

- d. Provide details of any failed agreements, and/or refusal to complete any agreement within the last five (5) years. If an agreement has been canceled or terminated, provide name, address and telephone number of the client who terminated the agreement. Explain reasons for cancellation.

2. Staff Qualifications (25 points)

Respondents must provide a description of the qualifications, including the following:

- a. Identify staff who will work on the project; and
- b. Attach resumes for each person assigned to perform business services that demonstrates relevant experience.

D. Budget (20 points)

Available funding is expected to be no more than \$50,000 to provide a function requirements document.

- a. Proposals shall include a budget narrative, which includes a justification for every item listed on the line item budget. Use the budget format in Attachment 1.

E. Statement of Compliance

Respondent shall sign the “Statement of Compliance” certifying the information is correct. (Attachment 2)

F. References (5 points)

List a minimum of three (3) references/or contracts similar in size and scope to the one proposed for the NCCL. Reference information shall include the name of the organization, contact person, address, telephone number, and a description of the services provided. (You may use Attachment 3)

PROPOSAL EVALUATION

NCCL staff will screen all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the initial compliance review will be eliminated from consideration.

A review panel will evaluate all proposals that pass the initial compliance review. Each reviewer will independently review and score proposals on a 100-point scale, using the following assigned weights:

Executive Summary: Respondent’s service delivery approach	25 points
Respondent Qualifications	25 points
Staff Qualifications	25 points
Budget/Cost Effectiveness	20 points
References	5 points

PROPOSAL SELECTION

NCCL staff will initially review proposals to ensure they meet mandatory requirements. A sub-committee will be formed that may consist of NCCL consultants, NCCL staff, SNAP Directors Board Members and other appropriate personnel. The sub-committee will review and evaluate all eligible proposals. All eligible proposals will be read and scored by the same reviewers. The sub-committee may conduct a pre-award site visit to determine the capacity of the recommended Respondent, and to assess the ability of the organization to deliver the proposed services. This review may include a request for appropriate documents (i.e. proof of insurance).

The selection of the successful proposal will be based upon information supplied by the vendor in response to this RFP and upon other information that will be obtained by the evaluation team as is deemed necessary. The lowest-cost proposer may not be determined to be the most responsive Respondent when all factors of evaluation of the proposal have been considered. However, the quoted cost schedule will be an important factor in the determination of the successful proposal.

The NCCL will award a contract based upon a recommendation from the proposal evaluation team. This RFP does not commit the NCCL to award a contract.

RESPONDENTS QUALIFICATIONS

This RFP is open to public agencies, non-profit agencies, for-profit agencies, proprietary business entities, or any other qualified service provider.

NCCL may make reasonable investigations deemed necessary and proper to determine the ability of Respondent to perform the work, and the Respondent shall furnish to NCCL all information for this purpose that may be requested. NCCL reserves the right to reject any proposal if the evidence submitted by, or investigation of the Respondent fails to satisfy NCCL that said Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

REJECTION OF PROPOSALS

Issuance of the RFP in no way constitutes a commitment by NCCL to award a contract. NCCL reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it is deemed to be in the best interest of the public to do so. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify a Respondent's Proposal.

FAILED PROCUREMENT

Failed procurement occurs when no bids are received, or only one bid is received, or bids received do not meet responsiveness, or submission requirements or competition was determined inadequate. In the event of failed procurement, NCCL has the option to cancel the RFP, reissue the RFP or enter into a sole source agreement.

APPEAL PROCESS

Filing of Protest.

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

County of Napa
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

- The date and action taken resulting in a protest, and
- Identification of the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification-related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

Resolution Process.

- a) **Informal Resolution.** Upon receipt of a protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.
- b) **Response to Protest/Appeal.** If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

Appeal to the Board of Supervisors.

In the event that the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his/her behalf, and to present oral and written documents and evidence on the issue.

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

Stay of Procurement Action during a Protest.

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

ADMINISTRATIVE PROVISIONS

Contract Development

The selected Respondent must be willing to enter into a written contract with NCCL and the County of Napa. The Contract will include the requirements to provide the services and will incorporate all terms and conditions set forth in this RFP and may include other provisions deemed appropriate by the County Attorney. All provisions of the Contract must be in compliance with applicable county, state and federal laws, rules and regulations. The resulting contract may include any written material made as part of the proposal. This material may include, but is not limited to, answers to questions contained in the RFP, letters, facsimile and product literature if applicable.

Inclusion of Proposal – The proposal submitted in response to this RFP may be required to be included as part of the final contract with the selected Respondent.

A sample contract is attached hereto as Attachment "5" and by this reference incorporated herein.

It is the policy of NCCL to require and to support compliance with equal opportunity/non-discrimination and Americans with Disabilities Act (ADA) in all programs funded.

Right to Reject – NCCL reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as NCCL may deem necessary in its interest. If NCCL determines that none of the proposals received offers a suitable solution to the request at a reasonable price, all proposals may be rejected. NCCL will formally notify vendors of such rejection and/or of their non-selection under the RFP process. No proposal will be accepted from, or contract awarded if there is pending or threatened litigation involving Respondent in which a claim is made that the Respondent provided or furnished materially defective workmanship or materials to NCCL and/or that the Respondent failed to substantially comply with the RFP specifications or contract terms and conditions. Vendors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

Cost Evaluation - Price is considered secondary to the above factors for award in determining the most advantageous proposal being offered to NCCL. Price will be evaluated by a price analysis that is defined as price reasonableness for work performed. Price will be a factor, but will not necessarily be the determinant when proposals ranked under the above factors are considered acceptable and fall within a competitive range.

NCCL reserves the right to award a contract to other than the Respondent submitting the lowest total price and to negotiate with any or all Respondents. Respondents are advised that it is

possible that award may be made without discussion or any contract concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint that the Respondent can submit to NCCL.

Audit Requirements -Contractor shall comply with audit requirements as set forth in Office of Management and Budget (OMB) circulars A-110, Uniform Administrative Requirements for Grants and Other Agreements; A-133 Audits of States, Local Governments and Non-Profit Organizations. Contractor shall also provide documentation of current fiscal and compliance audits, as required by law.

ATTACHMENT "1"

BUDGET FORM

Cost Category	Cost
Staff Salaries (Worksheet below)	\$
Staff Fringe Benefits	\$
Consultant Contracts	\$
Overhead	\$
Other – Specify	\$
Other – Specify	\$
Other – Specify	\$
	\$
	\$
Total	\$

Staff Salaries Worksheet

Staff Salary Position(s)	FTE Monthly or Hourly	Cost
		\$
		\$
		\$
		\$

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ATTACHMENT “2”

STATEMENT OF COMPLIANCE

As the authorized signatory official for: _____
Submitting Entity/Organization

I hereby certify:

- that the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
- that the contents of the application are truthful and accurate and the above named proposer agrees to comply with the policies stated in this application; and
- that this application represents a firm request subject only to mutually agreeable negotiations; and
- that the above-named proposer is in agreement that the NCCL reserves the right to accept or reject any proposal for funding; and
- that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and
- that the above-named proposer waives any right to claims against the members and staff of the Napa City-County Library and SNAP Directors Board in their individual and collective capabilities.

Authorized Representative Signature

Date

Print Name/Title

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ATTACHMENT “3”
REFERENCE FORM

Please provide the following information for the organizations for whom you or your organization has provided workforce services to in the past. Please list the most current organizations first.

Organization: _____	Contact: _____
Address: _____	Title: _____
City/State/Zip: _____	Phone: _____
Description of Work Completed:	

Organization: _____	Contact: _____
Address: _____	Title: _____
City/State/Zip: _____	Phone: _____
Description of Work Completed:	

Organization: _____	Contact: _____
Address: _____	Title: _____
City/State/Zip: _____	Phone: _____
Description of Work Completed:	

I hereby authorize the Napa City-County Library to contact the organization/individuals listed above to verify references.

Signature of Authorized Representative Title Date

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ATTACHMENT “4”

RATING SHEET

(Presented as Sample a representation of actual document used in process)

Entity Name: _____

PROCEDURE	MAXIMUM SCORE	SCORE
1) Executive Summary, not to exceed two (2) pages – The respondent must include a brief overview of the entire proposal including a summary of the respondent’s understanding of the services to be provided and the service delivery approach that will be used.	25	
2) Respondent Qualifications – The respondent must provide an overview of its organization and its qualifications to successfully provide business services. a. description of their organization, including the following: i. A brief organizational history; ii. Whether they are local, regional, national, or international organization, and whether they are licensed to do business in the state of California.	25	
3) Staff Qualifications a. Provide resumes that describe relevant experience.	25	
4) Cost Effectiveness (Proposed cost is reasonable in comparison to other bidders)	20	
5) References	5	
Local Vendor		[]Yes []No
Totals	100+	

Rater: _____

Date: _____

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ATTACHMENT "5"

NAPA COUNTY STANDARD TERMS AND CONDITIONS FOR CONTRACTS

The following are the standard terms and conditions used by the NCCL in contracts with vendors. These standard terms will be included in the contract between NCCL and the successful respondent. Please indicate exceptions that your company is taking to these terms and conditions, if any, in the proposal being submitted.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on September 30, 2011, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" and Exhibit "C", attached hereto and incorporated by reference herein.
3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR the fees set forth in Exhibit "B", attached hereto and incorporated by reference as if set forth herein.
 - (b) Maximum Amount. Notwithstanding subparagraphs (a), the maximum payments under this Agreement shall be a total of \$50,000 for the services provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
4. **Method of Payment.**
 - (a) All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or,

where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than monthly to COUNTY's HHS Contract Administrator who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt for processing for payment.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Clerk of COUNTY's Board of Supervisors at all times during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's

Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability. [Reserved]

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Napa City-County Library prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk

Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

(c) Obligations Relating to Criminal Background Checks.

1. CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an

employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (b), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (c) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). COUNTY hereby authorizes the Napa County Executive Officer or designee thereof to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer or designee thereof to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Payment for Work upon Expiration or Termination.** CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was terminated for convenience or cause, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and

shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

CONTRACTOR

Danis Kreimeier, Director
Napa City-County Library
380 Coombs Street
Napa, CA 94559

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein.

CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of the Napa City-County Library. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all

written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

16. No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Purchasing Agent (as long as the maximum aggregate compensation under this and other agreements between COUNTY and CONTRACTOR at such time does not exceed \$50,000) or by its Board of Supervisors (in all other instances) in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), political affiliation nor belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(d) Energy Policy and Conservation Act: By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR or any subcontractor to this Agreement will comply with the requirements of the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).

(e) Equal Employment Opportunity. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). By executing this Agreement, CONTRACTOR also assures that it will fully comply with the nondiscrimination and equal employment opportunity provisions of 29 Code of Federal Regulations Part 37 and all other regulations implementing the laws listed therein.

(f) To the extent this Agreement is funded with funds appropriated pursuant to the American Recovery and Reinvestment Act of 2009 (“ARRA”; Public Law 111-5), CONTRACTOR shall comply with the following requirements as applicable:

(k).1 Whistleblower Protection. CONTRACTOR shall promptly refer to the Office of Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. (ARRA Sec. 1553)

(k).2 Wage Rate Requirements. Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by CONTRACTOR and its subcontractors on projects funded directly by or assisted in whole or in part by and through COUNTY’s Workforce Investment Act Program Subgrant with the State of California, Employment Development Department, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

(k).3 Buy American – Use of American Iron, Steel, and Manufactured Goods. None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR’s failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of

the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the Director of the Napa City-County Library has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its Chair to execute this Agreement on its behalf, COUNTY’s Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR is being hired for technical services so limited in scope as to not be required to comply with such disclosure obligations.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

By _____

By _____

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of
the State of California

By _____

DIANE DILLON, Chair of the Board of
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel

By: _____

Date: _____

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS:

Date: _____

Processed by:

Deputy Clerk of the Board

