

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

118



**FROM:** FIRE


**SUBMITTAL DATE:**  
May 29, 2012

**SUBJECT:** Professional Agreement for GAP Analysis Services

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the professional agreement with Willdan Homeland Solutions for Gap Analysis Services, not to exceed the total aggregate amount of (\$283,448.00), not to exceed a two (2) year period of performance per Ordinance 459.4; and,
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459.4 to exercise the renewal option based upon availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement; and,
3. Direct the Clerk of the Board to return three original signed agreements to the Fire Dept.

**BACKGROUND:** Continued on Page 2

  
**John R. Hawkins, County Fire Chief**

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$283,448.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

<b>SOURCE OF FUNDS:</b> 100% Grant Homeland Security Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
**Michael R. Shetler**

**County Executive Office Signature**

FORM APPROVED BY COUNTY COUNSEL DATE  
 BY: NEAL R. KIPNIS  
 Departmental Concurrence  
 Purchasing: Mark Seiler, Assistant Director  
 Dep't Recomm.:  Policy  Policy  
 Per Exec. Ofc.:  Consent  Consent

**Prev. Agn. Ref.:** 3.32 03/17/09 and 3.11 05/05/09 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.24

**BACKGROUND: (Continued)**

The mission of the Riverside County Fire Office of Emergency Services (OES) (henceforth referred to as "COUNTY") is the preservation of life, property, and the environment. COUNTY is responsible for developing emergency plans and actions in response to actual or potential disasters which may impact all or part of Riverside County. COUNTY designs and conducts exercises for different scenarios and coordinates emergency management training to insure that COUNTY is able to respond to natural, human caused and technological emergencies. The COUNTY coordinates the interagency response for a wide range of emergencies including but not limited to earthquake, terrorism, wildfires, flooding, extreme heat and severe weather, utility outages, droughts, transportation accidents, hazardous materials releases, civil unrest.

**PRICE REASONABLENESS:**

On February 9<sup>th</sup>, 2012 the Riverside County Fire Purchasing Department released RFP #FPARC126 for Emergency Preparedness and Response Branch Emergency Operations Planning Project. Two bids were received and evaluated by personnel of the OES Department. Bid range was from \$257,657 to \$319,770. Bids were reviewed and scored based on the evaluation criteria set forth in the bid: overall responsiveness to the requirements of the RFP; bidders experience, ability; technical ability; cost and fees; references; financial status; clarification, exceptions or deviations; credentials, resumes, licenses, and certifications. The County requested a best and final offer from two vendors. Based on the evaluation criteria as outlined in the RFP and the Best and Final offer received from the vendor's, Willdan Home Solutions at a cost of \$249,927 has been selected as the lowest and most responsive/responsible company for providing these services to the County of Riverside based on the original scope of work in the RFP.

OES Department requested optional scope of work from both bidders a cost range of \$33,521 to \$97,520.00. Willdan Homeland Solutions provided the lowest quote of \$33,521.00 for optional scope of work. OES is requesting approval for this optional scope of work.

The OES evaluation team respectfully requests approval of this agreement for a complete cost of \$283,448.00.

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**Emergency Operations Planning Project**

**between**

**COUNTY OF RIVERSIDE**

**and**

**Willdan Homeland Solutions**



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This Agreement, made and entered into this 1<sup>st</sup> day of June, 2012, by and between Willdan Homeland Solutions (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of six (6) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, Exhibit C, Additional, Optional Scope of Services consisting of one (1) page and Exhibit C1, consisting of one (1) page.

**1.2** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect upon approval through December 31, 2013, unless terminated earlier, not to exceed the total aggregate amount of (\$283,448.00). CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eight thousand four hundred forty eight dollars (\$283,448). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for Emergency Operations Planning and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Fire Department

210 W. San Jacinto Ave.

Perris, CA 92570

Attn: Fiscal Services

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-99029-001-05/13), Purchase Order Number, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## 5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity



with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

## **9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

## **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

## **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad

faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

## **12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

## **13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

## **14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

## **15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and

records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

## 16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

## 17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

## 18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

### COUNTY OF RIVERSIDE

Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504

### CONTRACTOR

Willdan Homeland Solutions  
2401 E. Katella Avenue, Suite 220  
Anaheim, CA 92806

Attn: Debra Macias

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the

right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional

Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**22.5 Professional Liability:** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**22.6 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the

County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.



**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

Signature: \_\_\_\_\_

Print Name: John F. Tavaglione

Title: Chairman of the Board of Supervisors

Dated: \_\_\_\_\_

**CONTRACTOR:**

Signature: James E. Bailey

Print Name: James E. Bailey

Title: President and CEO

Dated: 5/29/12

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE: 5/31/12

## EXHIBIT A SCOPE OF SERVICE

### Background:

This project aims to enhance the COUNTY's capacity to effectively prevent, mitigate, prepare for, respond to, and recover from emergencies by developing the Riverside County Operational Area (henceforth referred to as "OA") Emergency Operations Plan (henceforth referred to as "EOP"), and updating and revising related annexes based on lessons learned, industry standards, benchmark analyses and the concerns and priorities of the COUNTY's internal and external stakeholders and emergency response partners. A preliminary GAP analysis will survey the OA's specialized equipment, including but not limited to, communications units, CBRNE (Chemical, Biological, Radiological, Nuclear and Enhanced Conventional Weapons) and hazmat equipment and other heavy equipment and vehicles. The inventory of the OA specialized equipment will be processed through 4-6 scenarios to determine the sufficiency of specialized equipment. A secondary survey of OA access and functional needs equipment will be conducted with a focus on the following three equipment categories: Communications, Evacuation and Sheltering.

CONTRACTOR shall provide the following services; including but not limited to:

#### 1.1 REVISION OF THE RIVERSIDE OPERATIONAL AREA EMERGENCY OPERATIONS PLAN AND FUNCTIONAL ANNEXES (EOP).

1.2 The 2012 Riverside Operational Area Emergency Operation Planning (EOP) Update Project is a comprehensive all-hazards planning initiative. The EOP will serve as the basis for effective response to any hazard or emergency that threatens the OA. The goal of the EOP is to strengthen interagency coordination within the OA and incorporate and coordinate all the facilities and personnel of the COUNTY and OA member jurisdictions into an efficient organization capable of responding effectively to any emergency. The EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS) (and, by extension, the National Incident Management System [NIMS]).

1.3 In order to be consistent with the National Response Framework, State Emergency Operations Plan and the Southern California Catastrophic Plan, the local jurisdiction is charged with the responsibility of acting first to attend to the public's emergency needs. Depending on the nature, size, and type of the emergency, State and Federal assistance may be provided to the local jurisdiction. The EOP focuses on element for protecting the public. The EOP shall be consistent with FEMA's National Response Framework, National Recovery Framework, and Comprehensive Preparedness Guide 101, Version 2.0.

These elements include, but are not limited to:

- 1.3.1 Processes and procedures for carrying out emergency operations;
- 1.3.2 The process for rendering mutual aid;
- 1.3.3 Assistance to facilities and entities in documentation and final recovery (disaster financial assistance);
- 1.3.4 Roles and responsibilities of governmental agencies including requirements for carrying out specific actions during an emergency;
- 1.3.5 Roles and responsibilities for non-governmental private and public agencies for carrying out specific actions during an emergency;
- 1.3.6 Mobilization and coordination of resources; and

### 1.3.7 Dissemination of emergency public information.

- 1.4 At a minimum, the EOP Update should contain the following sections:
- 1.0 THE BASIC PLAN
    - 1.1 Foreword
    - 1.2 Table of Contents
    - 1.3 Introduction
      - 1.3.1 Objectives
      - 1.3.2 Authorities
      - 1.3.3 Document Organization
      - 1.3.4 Document Management and distribution
      - 1.3.5 Abbreviations and Acronyms
    - 1.4 Basic Plan
    - 1.5 Purpose and Scope
    - 1.6 Situation and Assumption
    - 1.7 Emergency Management Organization
      - 1.7.1 Concept of Operations
        - 1.7.1.a Use of SEMS and NIMS
      - 1.7.2 Emergency Management Phases
        - 1.7.2.a Preparedness Phase -
        - 1.7.2.b Response Phase
        - 1.7.2.c Recovery Phase
        - 1.7.2.d Mitigation Phase
      - 1.7.3 Organizational Concepts
        - 1.7.3.a Organizational Levels
        - 1.7.3.b Riverside County EOC Interfaces
        - 1.7.3.c Functional Sections
        - 1.7.3.d Policy Group
      - 1.7.4 EOC Activation Protocols
        - 1.7.4.a SEMS Activation Requirements
        - 1.7.4.b Local Activation Authorities
        - 1.7.4.c EOC Activation Levels
      - 1.7.5 State of Emergency Declarations
        - 1.7.5.a Local Emergency
        - 1.7.5.b State of Emergency
        - 1.7.5.c State of War Emergency
    - 1.8 Mitigation Programs
      - 1.8.1 Mitigation Phase Management Approach
      - 1.8.2 Short-term Mitigation
        - 1.8.2.a Surveys
        - 1.8.2.b Mapping
      - 1.8.3 Long-term Mitigation
        - 1.8.3.a Prevention
        - 1.8.3.b Property Protection
        - 1.8.3.c Public Education and Awareness
        - 1.8.3.d Natural Resource Protection
        - 1.8.3.e Emergency Services
      - 1.8.3. Structural Projects
    - 1.9 Disaster Preparedness
      - 1.9.1 Preparedness Phase Management Approach

- 1.9.2 Training and Exercises
- 1.9.3 Public Education and Awareness
- 1.9.4 Increased Readiness
  - 1.9.4.a Management Watch Activation
  - 1.9.4.b Management Watch Personnel
  - 1.9.4.c Management Watch Termination
- 1.10 Response Concept of Operations
  - 1.10.1 Response Phase Management Approach
  - 1.10.2 Communications and Warning
  - 1.10.3 Emergency Public Information
- 1.11 Recovery Concept of Operations
  - 1.11.1 Recovery Phase Management Approach
  - 1.11.2 Roles of Other Agencies
  - 1.11.3 Damage Assessment
- 1.12 Continuity of Government
  - 1.12.1 Introduction
  - 1.12.2 Lines of Succession
    - 1.12.2.a Reconstitution of the Governing Body
    - 1.12.2.b Protection of Vital Records
- 1.13 Operational Area Relationship to California Emergency Functions
- 1.14 Operational Area Roles and Responsibilities
- 1.15 Plan Administration
- 1.16 Attachments
  - 1.16.1 Crosswalk

## 2.0 FUNCTIONAL ANNEXES

- 2.1 Transportation
- 2.2 Communications
- 2.3 Construction and Engineering
- 2.4 Fire and Rescue
- 2.5 Management – Command and Control
- 2.6 Care and Shelter
- 2.7 Resources Management
- 2.8 Public Health and Medical
- 2.9 Search and Rescue
- 2.10 Hazardous Materials
- 2.11 Food and Agriculture
- 2.12 Utilities
- 2.13 Law Enforcement
- 2.14 Long-Term Recovery
- 2.15 Access and Functional Needs
- 2.16 Public Information
- 2.17 Evacuation
- 2.18 Volunteer and Donations Management
- 2.19 Multi-Agency Coordination Component
- 2.20 Debris Management
- 2.21 Animal Care
- 2.22 Continuity of Operations and Continuity of Government

## 3.0 APPENDICES

### 3.1 DEVELOPMENT OF EOP CITY TEMPLATES AND COUNTY ANNEX TEMPLATE

CONTRACTOR shall work with COUNTY Emergency Services Coordinators to develop an EOP Template for use by COUNTY cities. Develop an Annex Template for use by OES and other COUNTY Departments.

### 4.0 WORK PRODUCT

4.1 CONTRACTOR shall coordinate and work closely with staff from the COUNTY, CalEMA, and other relevant partners, including but not limited to, private/non-profit partners, special districts, COUNTY Departments, OA cities, and subject matter experts to ascertain the COUNTY's emergency management priorities and plan requirements. Upon completion of this project, COUNTY will be better equipped to respond to emergencies and disasters of all types, sizes, and kinds.

4.2 This project includes the following milestone and requirements:

- 4.2.1 Conduct a GAP Analysis of OA specialized equipment and a secondary GAP Analysis of access and functional needs equipment with a focus on Communications, Evacuation and Sheltering;
- 4.2.2 Review and evaluate all existing and related plans and annexes;
- 4.2.3 Convene and assist in facilitating internal stakeholder meetings, seminars, and personal interviews to determine emergency management concerns, capabilities and priorities for inclusion in the updated EOP and related annexes;
- 4.2.4 Develop a comprehensive EOP and update, revise and develop related annexes based on stakeholder feedback, lessons learned and other relevant information sources (e.g. After Action Reports, Corrective Action Plans, etc.), and ensure that the EOP and related annexes accurately reflect prevention, preparedness, mitigation, response and recovery capabilities and priorities;
- 4.2.5 Develop an EOP template for OA cities and an Annex template for future OES use; and,
- 4.2.6 Recommend strategies for future emergency operations planning.
- 4.2.7 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the COUNTY are the exclusive property of the COUNTY and subject to its use and control.
- 4.2.8 Reports and documentation will be provided per the "deliverables" and will be in hard and soft copy, PDF and a Word document on "virus free" flash drive or cd.

## 5.0 DELIVERABLES:

<b>Objectives</b> Who, what, when, where, how, and how much for each objective.	<b>Activities and Subtasks</b> Activities and subtasks leading to the fulfillment of the objective, and the quantity or frequency of the associated activities or subtasks.	<b>Timeline</b> (TBD; All work must be completed by December 31, 2013)	<b>Deliverables</b> Date Due (TBD in initial kick-off meeting)
1. Conduct a GAP Analysis of Operational Area specialized equipment and a secondary GAP Analysis of access and functional needs tools and equipment with a focus on Communications, Evacuation and Sheltering	1.1 Meet face to face to establish list of applicable equipment and points of contact.  1.2 Meet with all COUNTY cities and other applicable local governments as needed.  1.3 Conduct Equipment Inventories  1.4 Run GAP Analysis for equipment based upon the following scenarios: A) Major Earthquake B) Terrorist Event C) Hazardous Materials D) Floods E) Wildland Fire F) Utility Outage	Ongoing  June 2012  June/July 2012	Identify stakeholders  Comprehensive inventory of equipment analyzed.  Integrated resource inventory for compatible use with WebEOC.
2. Review and evaluate all existing and related plans and annexes	2.1 Attend one all-day, in-person kick-off meeting with OES staff to discuss needs and priorities, and to review timeline 2.2 Review the existing related plans and annexes	Within 30 days of contract award	Attend one all-day, in-person kick-off meeting with OES staff.
3. Convene and assist in facilitating internal stakeholder meetings, seminars, and personal interviews to determine emergency management concerns, capabilities and priorities for inclusion in the updated EOP and related annexes	3.1 Coordinate with the County to identify and solicit participation from relevant partners in stakeholder meetings. 3.2 Coordinate with the COUNTY to develop monthly agenda and meeting materials. 3.3 Coordinate with the COUNTY to schedule and facilitate stakeholder meetings. 3.4 Attend and facilitate all stakeholder meetings.	June/July 2012  June/July 2012  September 15, 2012	Identify stakeholders  Submit a proposed schedule of stakeholder meeting including an outline of topics to be discussed during each stakeholder meeting.  Attend all stakeholder meetings
4. Develop a comprehensive Riverside County Operational Area EOP, and update, revise and develop related annexes based on stakeholder feedback, lessons learned and other relevant information sources (e.g. After Action Reports, Corrective Action Plans, etc.), and ensure that the EOP and related annexes accurately reflect prevention,	4.1 Attend, facilitate and capture outcomes from stakeholder meetings. 4.2 Provide COUNTY with summary of outcomes from stakeholder meetings. 4.3 Attend weekly conference calls or in-person meetings to update the COUNTY on progress and findings (additional meetings will be scheduled as needed). Submit written monthly status reports to COUNTY. 4.4 Provide feedback to the COUNTY as necessary.	Ongoing  Ongoing	Minutes from ALL meetings summarizing items/issues raised and presenting any next steps (Due: 5 business days after each meeting)  Attend one conference call or in-person meeting each week with the COUNTY.

<p>preparedness, mitigation, response and recovery capabilities and priorities</p>	<p>4.5 Submit preliminary EOP and related annexes 4.6 Submit final EOP and related annexes</p>	<p>December 2012  March/April 2013</p>	<p>Submit preliminary EOP and related annexes to the COUNTY.  Submit final EOP and related annexes to the COUNTY.</p>
<p>5. Develop an EOP template for Operational Area Cities and an Annex template for future OES use</p>	<p>5.1 EOP Template development 5.2 Annex Template Development</p>	<p>November/ December 2012</p>	<p>City EOP Template  Annex Template</p>
<p>6. Recommend strategies for future emergency operations planning</p>	<p>6.1 Develop and submit a comprehensive review or After Action Report and Improvement Plan of the EOP and related annexes development process.</p>	<p>March/April 2013</p>	<p>Submit an evaluation to the COUNTY of the planning process, and recommend strategies for future planning.</p>

**All work performed in the pursuit of this project, including deliverables, shall become the exclusive property of the County of Riverside, Riverside County Fire Office of Emergency Services (OES)**

**EXHIBIT B  
PAYMENT PROVISIONS  
ORIGINAL SCOPE OF SERVICE**

Labor Category	Blended Hourly Rate	Required Hours to Complete Objective 1 per RFP section 5.0, 1 "Deliverables"	Required Hours to Complete Objective 2 per RFP section 5.0, 2 "Deliverables "	Required Hours to Complete Objective 3 per RFP section 5.0, 3 "Deliverables "	Required Hours to Complete Objective 4 per RFP section 5.0, 4 "Deliverables "	Required Hours to Complete Objective 5 per RFP section 5.0, 5 "Deliverables "	Required Hours to Complete Objective 6 per RFP section 5.0, 6 "Deliverables "	Total hours to Complete the Program
Program	\$112.4		48	132	400	60	24	664
Deputy Project	\$84.49	80	32	99	80	60	40	391
Analyst	\$85.12	24	16	88	80	24		232
Senior Planner	\$82.72	24	16	88		24		152
Support	\$67.03				40			40
Subject Matter	\$118.91	652						652
Administrative	\$61.16	20	52	132	160	64	32	460
Operations	\$157.63		4	2	2	2		10
Price		\$89,540	\$14,596	\$46,363	\$71,321	\$20,072	\$8,035	\$249,927
<b>All inclusive cost to complete the project per REP Scope of Service (Section 5.0, 5.1 to 5.6)</b>								



**ADDITIONAL OPTIONAL SCOPE OF SERVICE  
EXHIBIT C**

**TASK 1) MULTI-AGENCY COORDINATION SYSTEM**

In addition to the Multi Agency Coordination Annex, assist with the development of a tactical plan on how the County will manage the prioritization of multiple requests coming from local government. Key areas we want to concentrate on, but not limited to are:

- Policy-level decision-making processes.
- MACS Cooperating Entities.
- Multiagency coordination at the Operational Area level.
- Typical priorities established between elements of the MAC System.
- The process of acquiring and allocating resources required by incident management personnel related to the entire MAC System.
- Identify potential coordination and policy issues arising from an incident relative to the entire MAC System.

**TASK 2) DEBRIS MANAGEMENT**

In addition to the Debris Management Annex, assist with the development of a tactical plan on how the County will manage all levels of debris after a catastrophic event. Key areas we want to concentrate on, but not limited to are:

- Staff Roles and Responsibilities
- Situation and Assumptions
- Debris Collection
- Debris Management Sites
- Contracted Services
- Private Property Demolition and Debris Removal
- Public Information

**TASK 3) RESOURCE MANAGEMENT**

In addition to the Resource Management Annex, assist with the development of a tactical plan on how the County will manage resources during a catastrophic event. Key areas we want to concentrate on, but not limited to are:

- Inventory Operational Area response assets.
- Develop a plan for the receipt and distribution of resources.
- Ensure that relevant national standards and guidance to achieve equipment, communication and data interoperability.
- Process of MOUs
- Site assessment of public health POD sites
- Consistent with the Southern California Catastrophic plan Spoke and hub system
- Locate of sites to support emergency operations

**EXHIBIT C1  
PAYMENT PROVISIONS  
ADDITIONAL, OPTIONAL SCOPE OF SERVICE**

Labor Category	Blended Hourly Rate	Required Hours to Complete Task 1 "Deliverables"	Required Hours to Complete Task 2 "Deliverables"	Required Hours to Complete Task 3 "Deliverables"	Total hours to Complete the Program
Program Manager	\$112.43	20	25	15	60
Deputy Project Manager	\$84.49	27	32	22	81
Analyst	\$85.12	20	35	25	80
Senior Planner	\$82.72	20	25	25	70
Support Specialist	\$67.03	0	0	0	0
Subject Matter Expert	\$118.91	0	5	15	20
Administrative Assistant	\$61.16	27	27	27	81
Operations	\$157.63				
<b>Price</b>		\$9,538.00	\$12,807.00	\$11,176.00	\$33,521.00
<b>All inclusive cost additional, optional scope of service</b>					