



COUNTY OF HUMBOLDT

AGENDA ITEM NO.     C7    

For the meeting of: March 13, 2018

Date: February 6, 2018

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *[Signature]*

Subject: Professional Services Agreement with The KPA Group for Facility Assessment and Master Planning Services (4/5 vote required)

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Award the Professional Services Agreement to The KPA Group, in the amount of \$250,000; for Facility Assessment and Master Planning Services;
- 2) Approve and authorize the Chair to sign two copies of the agreement between the County of Humboldt and The KPA Group for a term of Mar. 15, 2018 through June 30, 2019;
- 3) Approve the supplemental budget in the amount of \$50,000 (Attachment B), in fund 1100, budget unit 170, Capital Projects for Facility Assessment and Master Planning services (4/5 vote required); and
- 4) Direct the Clerk of the Board to return all executed copies of the attached contracts to the County Administrative Office (CAO) for further processing.

*[Signature]*

Prepared by: Ana Hartwell

CAO Approval

REVIEW:

Auditor *[Signature]*

County Counsel *[Signature]*

Human Resources *[Signature]*

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*

Ayes *Bass, Sundberg, Bohn, Wilson*

Nays

Abstain

Absent *Fennell*

PREVIOUS ACTION/REFERRAL:

Board Order No. C-6, C-11

Meeting of: 05-10-16, 06-27-17

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 3/13/18

By:

*[Signature]*  
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING: General Fund and ADA Trust

DISCUSSION:

The county is entrusted with managing real property assets to maximize public benefits while minimizing expenses. Real property assets are a key component of the infrastructure necessary to carry out the programs, services and activities that the county provides to the public. This responsibility also includes proper utilization and maintenance of the assets and managing space as necessary to meet increased needs for public services. As a result, the county owns and leases real property assets used for diverse public purposes including, but not limited to, general office buildings, health and human services, correctional facilities, public works, fairgrounds, airports, parks, and Veterans Halls. The Board of Supervisors (Board), therefore, recognizes the need for continuous improvement and long-range planning to properly manage real property assets and identified facility needs. As part of this endeavor, on June 27, 2017, your Board allocated funds in the amount of \$200,000 in the fiscal year (FY) 2017-18 budget for the purpose of contracting with an architectural/design firm to assess the county's facilities and develop a master plan. Staff recommends allocating the additional \$50,000 from the Americans with Disabilities Act (ADA) Trust to the Capital Projects budget unit, as the 2016 ADA consent decree with the Department of Justice has highlighted the need for short and long-term master planning.

On Sept. 5, 2017 the County Administrative Office (CAO) – Management and Budget Team (MBT) released a Request for Qualifications and Proposals (RFQ)(RFP) (RFP No. 17-001-MBT) for Facilities Assessment/Master Plan services from qualified consultant teams to assist the county with the preparation of a Facilities Assessment and comprehensive Master Plan in order to guide short- and long-term facilities planning and improvements. The facilities master planning services needed are: facilities assessment, space planning, facilities management, meeting facilitation, survey design and analysis, conceptual design, preliminary cost estimating, and cost/benefit analysis for options including remodeling, changes of use, new construction, and new site acquisition. The RFQ and RFP were conducted in two phases, in which qualifications were due on Oct. 6, 2017 at 3:00 p.m. and proposals were due Dec. 1, 2017 at 3:00 p.m.

The county received two responses to the RFQ/RFP, from AEI Consultants and The KPA Group. The evaluation and selection committee rated and ranked each firm based upon criteria mentioned above. The committee rated and ranked The KPA Group's response as the most qualified, comprehensive, and best value.

Staff recommends the Board approve and authorize the Chair of the Board to execute, the attached professional services agreement with The KPA Group for a not to exceed amount of \$250,000 for a multi-phased approach to addressing short- and long-term goals and objectives, which facilitate your Board's priorities and will consider future facility investments and improvements to allow the county to prioritize high, moderate and low usage facilities.

FINANCIAL IMPACT:

The attached agreement is for a not to exceed amount of \$250,000 for the initial phase, of which \$200,000 has been allocated and budgeted to Capital Projects (1100-170) for fiscal year 2017-18 and \$50,000 from the ADA Trust (4491), which has sufficient fund balance to cover the cost. Subsequent funding for additional phases, an estimated minimum of three phases, will be brought before your Board in the upcoming fiscal years.

The recommended actions conform to the Board of Supervisors' Strategic Framework Core Roles of providing for and maintaining county infrastructure.

OTHER AGENCY INVOLVEMENT:

Humboldt County Public Works and Department of Health and Human Services

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion.

ATTACHMENTS:

Attachment A: Professional Services Agreement by and between County of Humboldt and The KPA Group  
Mar. 15, 2018 through June 30, 2019.

Attachment B: Supplemental Budget Request

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
THE KPA GROUP**

This Agreement, entered into this 15 day of March, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The KPA Group, a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, desires to retain the services of a qualified professional to provide master planning services, including project management, data collection, facilities assessments, mini master planning, cost estimating, and report development; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the County Administrative Officer or designee thereof, hereinafter referred to as "CAO."

2. TERM:

This Agreement shall begin on March 15, 2018 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or

eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred for the initial phase, pursuant to the terms and conditions of this Agreement is Two Hundred Fifty Thousand Dollars (\$250,000.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by CAO and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office – Management & Budget Team  
Attention: Christopher Shaver, Assistant County Administrator  
825 Fifth Street, Room 112  
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County Administrative Office – Management & Budget Team  
Attention: Christopher Shaver, Assistant County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, CA 95501

CONTRACTOR: The KPA Group  
Attention: Paul W. Powers, President  
6700 Koll Center Parkway, Suite 125  
Pleasanton, CA 94566

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or

procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United

States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.



14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  - 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
  - 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four

Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay

the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: The KPA Group  
Attention: Paul W. Powers, President  
6700 Koll Center Parkway, Suite 125  
Pleasanton, CA 94566

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. 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.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

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. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall

promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to CAO.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3.D. – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions

set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**THE KPA GROUP:**

By:  Date: 2/28/18

Name: PAUL W. POWERS

Title: PRESIDENT

By:  Date: 2/28/18

Name: PAUL W. POWERS

Title: SECRETARY

**COUNTY OF HUMBOLDT:**

By:  Date: 3/13/18

Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  Date: 3/7/18  
Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

## EXHIBIT A SCOPE OF SERVICES

The KPA Group  
March 15, 2018 to June 30, 2019

The County of Humboldt (“COUNTY”) needs to assess existing facilities in order to identify current conditions, life expectancy, replacement value, and study the possibility of co-locating county services and other general planning. Master planning services will include project management, data collection, facilities assessments, specific master planning, cost estimating and report development.

1. SERVICES:

This scope of services is for Phase 1 of the Facilities Assessment/Master Plan project for County of Humboldt. This scope of services covers assessment and master planning services for two specific geographical locations (Eureka and Garberville) outlined by the county: Humboldt County Courthouse located at 825 5<sup>th</sup> Street, Eureka, Clark Complex/One Stop Permitting in Eureka and Town of Garberville are the three initial focus areas selected for facility assessments and master planning.

The KPA Group (“CONTRACTOR”) shall provide professional quality and technical accuracy of all studies, reports, projections, master plans, specifications and other services as well as coordination with all master plans, studies, reports, designs, drawings, and other information provided by COUNTY. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, specifications, and other services.

This scope of services is organized into the following elements:

- A. **Project Management:** Initiate, plan, execute, control, and coordinate the master planning and facility condition assessments to produce a final report inclusive of facility condition(s), cost estimates and a focused specific plan within the specified time frame.
- B. **Data Collection**
  - i) Review existing COUNTY data, reports, plans, and other information regarding the sites. Make an independent assessment of the accuracy of the information provided concerning existing conditions (including but not limited to existing utilities, structures and indicated dimensions) and the adequacy of available design information/technical reports.
  - ii) Provide COUNTY with facility assessment/condition in a format, such as comma separated values, in order to facilitate the transfer of said data into an enterprise asset management solution
- C. **Facilities Assessments:**
  - i) Perform field investigations as necessary to become familiar with the sites.
  - ii) Analyze the condition of identified facilities in terms of age, design, construction methods, and materials.
- D. **Mini Master Planning:** The scope for this phase of the facility assessment and master planning includes two specific geographical locations (Eureka and Garberville) outlined by the county: Humboldt County Courthouse located at 825 5<sup>th</sup> Street, Eureka, Clark Complex/One Stop Permitting in Eureka and Town of Garberville
- E. **Cost Estimate:** Shall contain modification or replacement value to include acquisition, environmental, design and construction. Estimates shall summarize the various stages involved in modification and acquisition to build-out. Estimates shall be based on industry standards utilized to calculate construction costs and other project phases.
- F. **Report:** Final report shall contain the condition of the property, general code violations and ADA violations, a list of proposed improvements and summarized costs for modifications and/or replacement. In addition, facility condition data will be produced and delivered in a



format, such as comma separated values, in order to facilitate the transfer of said data into an enterprise asset management solution. Final report shall also be presented to staff or publicly with a question and answer session.

2. SCHEDULE:

COUNTY will issue a Notice to Proceed prior to the commencement of the services.

- A. Data Collection: March 15, 2018 to May 30, 2018.
- B. Facilities Assessments: March 15, 2018 to May 30, 2018.
- C. Draft Report: No later than June 30, 2018.
- D. Cost Estimating: April 30, 2018 to July 30, 2018.
- E. Final Report: One hundred fifty (150) calendar days from Notice to Proceed.

3. REPORTING REQUIREMENTS:

A. Monthly Progress Report. CONSULTANT will provide in writing a report on the progress of the Project and any problems in performing the work under this Task Order. The Monthly Progress Report shall be submitted with the monthly invoice.

- B. Total Meetings 16
- C. Kick Off 1
- D. Progress Meetings (Every 2 to 3 weeks) 10
- E. Cost Estimating 2
- F. Report Format & Edits 2
- G. Next Steps 1
- H. Field visits and assessments sites
- I. Periodic conference calls (coordinate activities and discuss key issues)

4. DELIVERABLES:

Five (5) copies of the final report will be produced.

5. ACCEPTANCE CRITERIA:

- A. Data Collection: Review and analyze all information and documentation provided by COUNTY. Field reports hand written will be turned into written reports with photos. Electronic copies will be provided. Information provided by county will be organized for each specific site or building and provided in an organized electronic file for county future use.
- B. Facilities Assessments: Conduct site visits to analyze the condition of identified facilities in terms of age, design, construction methods, and materials.
- C. Draft Report and Cost Estimates: Three (3) copies of a draft report consisting of findings and analyses will be submitted for review and comment. Draft reports will address the condition of the property, general code violations and ADA violations, a list of proposed improvements and summarized costs for modifications and/or replacement.
- D. Cost Estimating: A summary of costs for each site will be provided and summarized into a spreadsheet to assist in the next steps and actions for the county. Estimates for each project, shall include either facility modification or replacement costs to include acquisition, environmental, design and construction.
- E. Final Report: Final report will address the condition of the property, general code violations and ADA violations, a list of proposed improvements and summarized costs for modifications and/or replacement. In addition, facility condition data will be produced and delivered in a format, such as comma separated values, in order to facilitate the transfer of said data into an enterprise asset management solution.

6. PLACE OF PERFORMANCE:

The Courthouse, Clark Complex/One Stop Permitting and Town of Garberville.

The KPA Group  
6700 Koll Center Parkway, Suite 125  
Pleasanton, CA 94566

7. COUNTY RESPONSIBILITIES:

- A. Provide access to existing facilities.
- B. Provide copies of available data on existing facilities & equipment and proposed site, such as:
  - i. Existing drawings and data on existing facilities
  - ii. Legal descriptions of property and easements at proposed site
  - iii. Previous related studies and investigations
  - iv. Survey
  - v. Geotechnical Report
  - vi. Hazardous Material Testing Reports
- C. Provide contact information for local utilities and agencies.
- D. Provide copies of local ordinances and covenants pertinent to this project.
- E. Provide a representative with complete authority to transmit instructions, receive information, and provide directives.
- F. Provide timely review, feedback and directives to maintain project schedule.
- G. Coordinate with other project stakeholders.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
The KPA Group  
March 15, 2018 to June 30, 2019

The work described in Exhibit A – Scope of Services will be performed on a lump-sum basis. The county will pay The KPA Group (“CONTRACTOR”) a not to exceed sum of Two Hundred Fifty Thousand dollars (\$250,000) as architectural and engineering fees for the work performed under this contract.

1. RATE OF COMPENSATION: The services will be performed by task with the maximum compensation assigned to each task for services as follows:

A. Project Management	\$24,920.00
B. Data Collection	\$45,060.00
C. Facilities Assessments	\$65,380.00
D. Mini Master Planning	\$86,540.00
i. Courthouse (\$29,725.00)	
ii. Clark/One Stop (\$27,040.00)	
iii. Garberville (\$29,775.00)	
E. Project Meetings	\$19,100.00

2. EXPENSES:

Expenses (include travel and other ancillary costs) Not to Exceed \$9,000.00.

3. PAYMENT SCHEDULE: CONTRACTOR shall submit an invoice monthly to COUNTY itemizing all services rendered, and costs and expenses incurred.



Policy Number: 6806H537085

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and

## COMMERCIAL GENERAL LIABILITY

collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with

such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Insured: The KPA Group

Policy Number: WZP81039658

Effective Date: 07/01/2017

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, CA 95501

Ref: County of Humboldt, Facility Assessment & Master Plan Services. PERSON OR ORGANIZATION CONTINUED: County of Humboldt, its agents, officers, officials, employees and volunteers

Countersigned by



Authorized Representative

## Attachment B: Supplemental Budget Request

Revenue:

1100 170 706051

\$50,000

Transfer from ADA Trust

Expense:

1100 170 2118

\$50,000

Facility Master Plan