

NAPA COUNTY AGREEMENT NO. 250266B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 17th day of December, 2024, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Matrix Consulting Group, Ltd, a California corporation whose address is 1875 S Grant Street, Suite 960, San Mateo, CA 94402, hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain professional services in order to prepare a Cost Allocation Alternatives Analysis for the Napa County Animal Shelter and Adoption Center.
- B. Consultant was selected to provide professional services after a competitive process was conducted pursuant to a request for quotes.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

- 1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Quotes issued by County (if any), and Consultant’s quote.
- 1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.
- 1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's quote shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2025 unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant the fixed price of twenty-eight thousand, five hundred dollars (\$28,500.00).

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with

the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of twenty-eight thousand, five hundred dollars (\$28,500.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Deputy Director of Public Works – General Services who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [RESERVED]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to

matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.2.1 Subsequent Contracts. [RESERVED]

7.2.2 Statements of Economic Interests. [RESERVED]

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid

pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. [RESERVED]

7.5 Disclosure of Regulation Applicability – Advanced Clean Fleets. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

7.5.1 For each calendar year, Contractor shall provide verification that Contractor fleet is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet. For each calendar year that Contractor fleet is not listed on the CARB Advanced Clean Fleets webpage, Contractor shall provide a signed statement stating the Contractor Fleet is not subject to the High Priority and Federal Fleets regulation in title 13, CCR, sections 2015 through 2015.6 and the State and Local Government Fleet regulations in title 13, CCR, sections 2013 through 2013.4.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days,

unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

COUNTY

Director of Public Works
1195 Third St., Ste. 101
Napa, CA 94559

CONSULTANT

Richard Brady, President
1875 S Grant St., Ste 960
San Mateo, CA 94402

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The Request for Quote issued by County.
- 9.4.4 Consultant's quote.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other

illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. 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.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another

entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

MATRIX CONSULTING GROUP, LTD

By Richard Brady
Richard Brady, President

By Courtney Ramos
Courtney Ramos, Vice President

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Deputy County Counsel Date: <u>November 21, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall complete a cost allocation alternatives analysis for the Napa County Animal Shelter and Adoption Center in accordance with Consultant's quote dated November 19, 2024, which is hereby incorporated into this Exhibit by reference. For purposes of this Exhibit "A", references in the Attachment to "Napa County" shall mean "County"; references to "our firm", "our company", "we", "our", "project team" and "Matrix Consulting Group" shall mean "Consultant"; and references to "will" shall mean "shall" whenever it refers to something which the Consultant is required to do under the Agreement.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal dated November 19, 2024 which is hereby incorporated into this Scope of Services by reference.



November 19, 2024

Leigh Sharp, Deputy Director of General Services
Public Works Department
Napa County
1195 Third Street, Suite 101
Napa, CA 94559-3092

Dear Ms. Sharp:

Matrix Consulting Group, Ltd., is pleased to submit our revised quote to provide an Animal Shelter Cost Allocation Alternatives Analysis to Napa County. This revised quote contains the following:

- Firm Background
- Relevant Experience
- Project Team Overview
- Approach and Timeline
- Cost

Additional information is available upon request.

Background

Our firm is a management consulting firm dedicated to providing quality analytical assistance to local and state government. Our company was formed by experienced consultants to pursue an operating model in which analytical work is performed by senior level staff. Our firm's history and composition are summarized below:

- We were incorporated in California in 2003 and have our headquarters in San Mateo and regional offices in Irvine (CA), Charlotte and Cary (NC), Edwardsville (IL), the Dallas Metroplex (TX), Portland (OR), and the Tampa (FL) area.
- We are comprised of 30 full time and seven part time highly experienced management consultants who specialize in the analysis of local government functions encompassing the entire spectrum of critical operational areas. We have a dedicated financial services team.

- Since our founding, we have worked with over 1,700 government agencies, conducting cost of service and management studies providing recommendations relating to operations, improvements, and cost recovery.
- We have completed two projects for Napa County in the past: a Development Review Study in 2017 and a Public Works Study in 2008. We are currently conducting a Fire Services Review for the County.
- The market and service focus of the Matrix Consulting Group has always been financial, management, staffing and operations analysis of local government. The following outlines our core financial services provided by our firm:

OMB 2 CFR Part 200 Cost Plans	User Fee Studies
Shared Services Cost Allocation	Development Impact Fee Studies
Indirect Cost Rate Proposals	Fully Burdened Hourly Rates
Internal Service Fund Analyses	Revenue Projections

No other firm better understands how public agencies operate, or how to help them thrive.

Shared Services Cost Allocation Plan Experience

Our firm has been providing cost allocation for shared services for various municipal organizations across the country for over 21 years. Our goal is to document the services being provided and accurately allocate costs to all beneficiaries. The following points highlight our experience focusing on shared services cost allocation:

- **Administrative Functions:** Our firm has extensive experience in evaluating processes and functions associated with county clerk, finance, human resources, and purchasing. Our project teams understand the core services associated with administrative functions, as well as the time associated with process completion, and are adept at helping staff determine daily, weekly, monthly, or annual time spent on a task. These assumptions form the core basis of a shared services cost allocation plan, and should be defensible not only through documentation, but also by County staff.
- **Governmental Functions:** The Matrix Consulting Group has worked with and been a part of managerial studies relating to county-wide services. Our understanding of the various types of services provided allow our team to assess what services are best for allocation.

Our project team members are well versed in Office of Management and Budget (OMB) guidelines for cost allocation, Generally Accepted Accounting Principles (GAAP), and best management practices outlined by the Government Finance Officers Association (GFOA)

relating to cost allocation and cost recovery. We are committed to ensuring that all cost centers being allocated comply with state and local laws, use fair and equitable allocation metrics, and are documented and defensible.

We have provided the services requested by the County for over 21 years. Recent clients of the Matrix Consulting Group to whom our proposed project team have provided Shared Cost Allocation alternatives are included in the following table:

Lewis County 911, WA	Santa Cruz Library JPA, CA
Livermore-Pleasanton Fire JPA, CA	South Bay Area Regional Communications, CA
North County Dispatch, JPA	SW Communities Financing Auth. (Animal Friends of the Valley), CA

In addition to these specific projects, we have evaluated Animal Shelter / Animal Control costs through cost of service / fee studies in a variety of jurisdictions. Most recently we have worked with Animal Friends of the Valley, Redlands Animal Shelter, Paradise Animal Shelter, and Butte County Animal Control.

Details about any project listed above are available upon request.

Animal Care and Control Experience

Matrix Consulting Group has significant experience evaluating animal services operations. Representative examples of prior clients where we conducted focused Animal Services evaluations include:

Aurora, Colorado	Fort Worth, Texas	Manatee County, Florida
Beverly Hills, California	Hillsborough County, Florida	Sacramento County, California
Boston, Massachusetts	Irvine, California	Wichita, Kansas

We also have extensive experience evaluating animal shelters as part of larger organization-wide studies, including:

Albuquerque, New Mexico	Gulf Shores, Alabama	Rancho Mirage, California
Augusta, Georgia	Half Moon Bay, California	Rancho Palos Verdes, California
Avon, Connecticut	Monroe County, Michigan	Raymore, Missouri
Brattleboro, Vermont	Monrovia, California	Roseville, California
Carroll County, New Hampshire	Montpelier, Vermont	Salt Lake County, Utah
DeKalb County, Georgia	Mt. Lebanon, Pennsylvania	Schertz, Texas
Deltona, Florida	Orland Park, Illinois	St. Cloud, Florida
Goodyear, Arizona	Orleans, Massachusetts	Sunnyvale, California
Greenbelt, Maryland	Orting, Washington	Tigard, Oregon
Groton, Massachusetts	Palos Verdes Estates, California	Waxhaw, North Carolina

Details about any project listed above are available upon request.

Project Team Overview

The proposed project team are all full-time employees of Matrix Consulting Group. The following table provides experience summaries for our proposed project team.

<p>Courtney Ramos Sr. Vice President</p>	<p>Ms. Ramos is a Senior Vice President and our Financial Services Practice Leader who oversees cost allocation plan, user fee, development impact fee, and cost of service engagements. Courtney’s relevant experience includes analysis focused on development and documentation of direct and indirect costs, fair and equitable allocation methodologies; and expertise in the development of fiscal policies and procedures relating to cost of service and cost recovery.</p>
<p>Experience: 19 years</p>	<p>Recent California clients include Animal Friends of the Valley, Daly City, East Bay Regional Parks and Recreation District, Livermore-Pleasanton Fire JPA, Mill Valley, Millbrae, Milpitas, North County Dispatch JPA, Redwood City, Redlands, San Mateo, and South Bay Regional Communications Authority.</p> <p>Her role on this project would be to serve as the Principal-in-Charge, ensuring timely project deliverables, quality control, and presentation to stakeholders.</p>
<p>Khushboo Ingle Vice President</p>	<p>Ms. Ingle is a Vice President who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on organization, staffing, and internal processes.</p>
<p>Experience: 13 years</p>	<p>Recent California clients include Animal Friends of the Valley, Daly City, East Bay Regional Parks and Recreation District, Hercules, Livermore-Pleasanton Fire JPA, Los Altos Hills, Mill Valley, Millbrae, Milpitas, San Mateo, Sunnyvale, Redwood City, Lewis County 911, Los Altos Hills, Redlands, San Mateo County Resource Conservation District, and Santa Cruz Library JPA,</p> <p>Her role on this project would be to serve as the Project Manager, involved in leading meetings, developing draft results, and reviewing results.</p>
<p>Madison Dixon Senior Consultant</p>	<p>Ms. Dixon is an analyst who assists our senior staff on cost allocation plan, user fee, development impact fee, and cost of service engagements.</p>
<p>Experience: 3 years</p>	<p>Ms. Dixon has served as a project analyst for recent California clients including Animal Friends of the Valley, Butte County, East Bay Regional Parks District, Paradise, Redlands, Santa Cruz Library JPA, and South San Francisco.</p> <p>Her role on this project would be to serve as an Analyst, involved in attending meetings, data input, and developing models.</p>

Anna Barnett Consultant	Ms. Barnett is an analyst who has recently joined our firm to assist our staff on cost-of-service engagements including cost allocation plan, user fee, and development impact fee studies.
Experience: 1 year	Anna has assisted for projects in California including Butte County, Paradise, and Santa Cruz Library JPA. Her role on this project would be to serve as an Analyst , involved in attending meetings, data input, and model development.

Additional information and/or detailed resumes are available upon request.

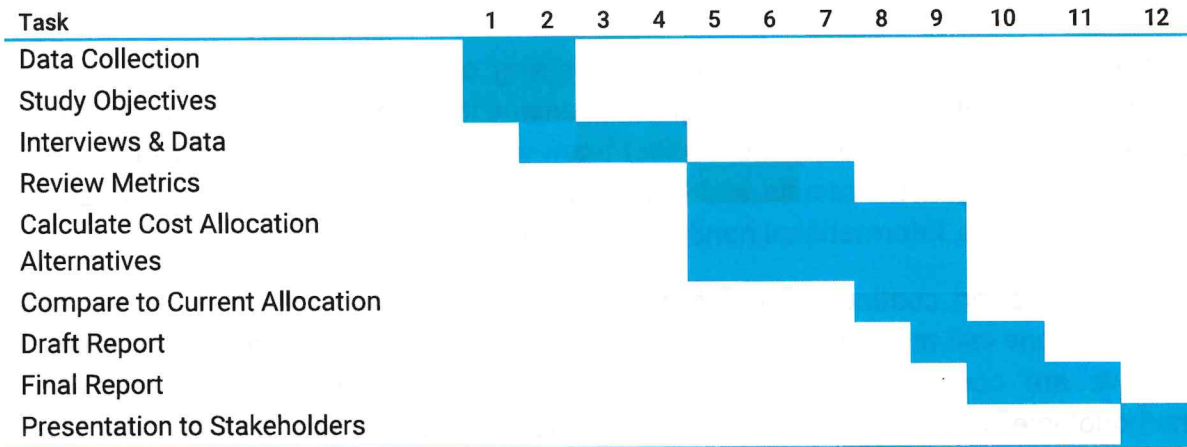
Approach and Timeline

The table below describes the tasks we will conduct to complete the Animal Shelter Cost Allocation Alternatives Analysis for Napa County:

Task	Description
Data Collection	Prior to any initial meetings, we will provide the County with a list of initial data requirements for the study. This will allow our project team to review this information thoroughly in preparation for initial discussions with staff. The provision of these items allows our project team to familiarize themselves with current financial practices.
Study Objectives and Schedule	Once the data has been collected, the project team will then meet with designated County staff as well as the agency partners to discuss any issues identified by the project team, as well as to clarify any existing concerns held by the County or agency partners regarding current allocation methodologies. At the culmination of the meeting, the project team will have a greater understanding of the approach and methodology that will be taken to develop the plans.
Interview Staff/ Gather Metrics	Our team would review the Animal Shelter budget and understand what services are provided to each benefitting agency. We would collect metrics. Data metrics include items such as number of animals housed, licenses issued, etc.
Review Draft Metrics	Based on the data metrics gathered, we would meet with Shelter and agency partners to outline the percentage of support associated with each benefitting jurisdiction. We would confirm if those support percentages seem appropriate from all perspectives.
Calculate Cost Allocation Alternatives	For each alternative / data metric identified, we would calculate the proportional cost associated with each agency. Where appropriate direct and indirect expenses would be factored.
Compare to Current Allocation	We would compare the current allocation methodology to the proposed alternatives. The numerical difference would be shown and reviewed with key Shelter staff.

Task	Description
Draft Cost Allocation Alternative Report	A draft report will be developed including an executive summary, the current methodology, the proposed alternatives, and the difference between the current and proposed alternatives. This draft report would be provided to County staff as well as the agency partners.
Final Cost Allocation Alternatives Report	Based on feedback from County Shelter and Agency Partners, the draft report will be finalized.
Present to Stakeholders	The presentation of results to County officials, as well as agency partners is critical to the success of the overall engagement. We will attend and present the final report and results at a minimum of two (2) meetings.

The following table outlines our proposed 3-month (12 weeks) project schedule on a task-by-task basis.



This timeline can be adjusted per County / Shelter staff priorities and commitments.

Cost

The Matrix Consulting Group proposes to provide the Animal Shelter Cost Allocation Alternatives for a fixed-price fee of **\$28,500**. The following chart provides a breakdown of hours by team member and costs for each task. This price is a fixed price contract, inclusive of all travel and any other expense costs, as well as all scopes of services. Our typical practice is to bill for hours worked monthly.

Task	Principal-in-Charge	Project Manager	Analyst (2)	Total Cost
Data Collection	0	2	2	\$800
Study Objectives	2	2	0	\$1,200
Interviews and Data	2	4	6	\$2,600
Review Metrics	2	6	10	\$3,700
Calculate Cost Allocation Alternatives	4	8	14	\$5,500
Compare to Current Allocation	0	2	8	\$1,700
Draft Report	6	8	12	\$5,900
Finalize Report	4	4	6	\$3,300
Presentation	8	4	0	\$3,800
Total Hours	28	40	58	
Hourly Rate	\$350	\$250	\$150	
Total Professional Fees	\$9,800	\$10,000	\$8,700	\$28,500
Total Project Cost				\$28,500

Matrix Consulting Group is committed to helping our clients develop accurate and defensible cost-of-service methodologies and ensure that they can implement the results of these studies appropriately. Our project team will work with shelter staff to facilitate an understanding of the results and how to incorporate those results into budget and policy documents, informational handouts, and other County materials.

Our client support continues even after a final report has been issued. We understand that questions can arise about the development of a study well after project completion and we are committed to working with our clients to answer questions about methodologies and results. This support is provided to our clients at no extra cost.

Summary

At Matrix Consulting Group, we distinguish ourselves from our competitors through our commitment to delivering unparalleled value. Our competitive advantage stems from integrating comprehensive data analysis and a cross-trained team. Our staff possess a deep understanding of service and process assumptions behind the cost of service.

Courtney Ramos, a senior vice president and financial services practice leader, can clarify information in this quote. She can be reached at the address at the address shown on the company letterhead, by phone at 650-858-0507, and via email at cramos@matrixcg.net.



Richard Brady, President
Matrix Consulting Group, Ltd.



A Tradition of Stewardship
A Commitment to Service

Department of Public Works

1195 Third Street, Suite 101
Napa, CA 94559-3092
www.countyofnapa.org/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

Steven E. Lederer
Director

RE: Animal Shelter Cost Allocation Alternatives Analysis

To Interested Parties:

Napa County is responsible for providing animal shelter services to the unincorporated areas of the County. Through a service agreement, Napa County also provides sheltering services to the cities of Napa and American Canyon, and the town of Yountville. The current service agreement ends on June 30, 2025 and the parties are seeking a firm to assist us in evaluating the existing cost allocation plan and to recommend a cost allocation plan for Animal Shelter Services for inclusion in a future service agreement.

The participants are requesting firms that have experience in cost allocation plans and cost of service studies. With the complex nature of shelter services, experience with animal shelters would be beneficial. It is anticipated that the successful firm would be responsible for reviewing the current animal shelter budget and cost allocation method, operational data such as numbers of animals received by jurisdiction, adoption levels, licensing revenue generation, ordinance and operation requirements, veterinarian services provided, length of stay, optional vs. required services, etc. in order to develop potential models for review by the partnership agencies. The end product should be a recommended cost allocation model that demonstrates a fair distribution of costs amongst the agencies that can be implemented on an annual basis in conjunction with the preparation of the budget.

Please review the scope of work detailed on the following page and provide a quote for those services. If you believe additional tasks are required to obtain a successful product, please submit those as additive tasks with a separate quote. Please also provide a proposed project timeline and three client references, including contact information and a brief description of the work performed for each.

If you are interested in providing these services to Napa County, please respond with requested information by October 15, 2024. Responses should be sent to Leigh Sharp at leigh.sharp@countyofnapa.org or by mail to Napa County Deputy Director of Public Works, 1195 Third Street, Suite 101, Napa, CA 9559.

Thank you,

A handwritten signature in blue ink that reads "Leigh Sharp".

Leigh Sharp
Deputy Director of Public Works – General Services

Animal Shelter Cost Allocation Alternatives Analysis

Scope of Work

1. Project initiation meeting with agency partners (virtual or in-person).
2. Meet with County staff as needed to obtain, review, and understand existing Animal Shelter information, including but not limited to:
 - Operation and Capital Improvement Project (CIP) budgets (FY23, FY24, and FY25)
 - Allocation method
 - Shelter data (FY23, FY24, and YTD FY25)
 - Local and state mandated operational requirements
 - Mandatory vs optional Shelter programs.
3. Evaluate existing allocation method relative to fair distribution of costs among partner agencies.
4. Meet with individual partner agencies to understand interests of each partner relative to the cost allocation method. Virtual meetings with City of American Canyon, City of Napa, Town of Yountville, and Napa County would be required.
5. Identify and evaluate a minimum of three alternative methods that demonstrate a fair distribution of costs amongst the partner agencies. Provide and present the following information to the partner agencies:
 - Summary of alternative methods
 - Pros and cons of each method
 - Identify what data is required to implement each method and whether that data is currently available or readily available with existing resources.
6. Prepare a draft report to summarize findings and recommend an appropriate method to allocate Animal Shelter costs that demonstrates a fair distribution of costs amongst the agencies that can be implemented on an annual basis in conjunction with preparation of the annual budget.
7. Meet with partner agencies, accept input to draft report, revise draft report, and prepare final report.

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

RESERVED – NOT USED.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS**

RESERVED – NOT USED.

