

NAPA COUNTY AGREEMENT NO. 250275B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of January, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and RDA Consulting, SPC whose address is 330 Franklin Street, Suite 400, Oakland, CA 94607, hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain professional services in order to develop a Public Safety Realignment Annual Plan as a requirement to receiving State funding under Assembly Bill 109 (Public Safety Realignment Act of 2011).
- 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 Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

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.

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 proposal or statement of qualifications 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, 2026, 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.

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 at the unit prices set forth in Exhibit B according to the compensation and fee schedule set forth in Exhibit B.

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 FIFTY THOUSAND DOLLARS (\$50,000); 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 Probation Administrative Manager 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.

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.

7.3 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.

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
Napa County Probation
Probation Administrative Manager
212 Walnut Street
Napa, CA 94559

CONSULTANT
RDA Consulting, SPC
Amalia Egri Freedman, CEO
330 Franklin Street, Suite 400
Oakland, CA 94607

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 RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

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).

RDA Consulting, SPC

By _____
AMALIA EGRI FREEDMAN
Chief Executive Officer

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> Deputy County Counsel</p> <p>Date: <u>12/23/24</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall develop the Fiscal Year 2025-2026 Annual Public Safety Realignment Plan in accordance with Consultant's proposal dated *October 2024*, which is hereby incorporated into this Agreement by reference as *Attachment 1*.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal dated *October 2024*, which is hereby incorporated into this Agreement by reference as *Attachment 1*.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County shall pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated *October 2024*, which is hereby incorporated into this Agreement by reference as *Attachment 1*.

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**CONSULTANT PROPOSAL
ATTACHMENT 1 TO EXHIBIT A and EXHIBIT B**

Refer to Pages 16-21 below.

Napa County Probation Department: Community Corrections Partnership, Strategic and Annual Plan Update Proposal

Background

The Napa County Probation Department is seeking a consultant to assist with the strategic development of the FY2025-2026 Annual Public Safety Realignment Plan Update. The development process should be conducted collaboratively with both Probation staff and members of the Community Corrections Partnership (CCP).

Under Assembly Bill 109 (Public Safety Realignment Act of 2011), counties are required to support a multi-disciplinary team – the CCP – and to provide updated annual plans that outline how local communities will work to address overcrowding in the State’s prisons and further assist in alleviating the State’s budgetary crisis. Specifically, AB 109 shifted the responsibility for supervising specified groups – nonviolent, nonserious, non-sex offenders, and post-release community supervision – of lower level justice-involved individuals (both those incarcerated and on parole) from the State’s Department of Corrections and Rehabilitation (CDCR) to the counties.

In meeting this State mandate, counties have broad control and flexibility in determining how they will fulfil these responsibilities. However, within this broad control, counties hold a responsibility to think strategically and work across a multitude of partners to accomplish this work. Counties also have a responsibility to provide an updated Annual Plan that reports on work completed and shares plans for what priorities will be addressed in the upcoming year and it is expected that the annual plan updates are developed with community feedback through the CCP.

RDA Consulting (RDA) is an experienced strategic planning consultant with extensive knowledge and expertise in supporting justice-involved systems and initiatives at the county level. We understand the responsibilities that AB 109 places upon local corrections partners as well as the interconnectedness of local community health, human service, and justice systems and approach our work from a collaborative lens that allows for intentional and impactful conversations to be had across a diversity of stakeholders. Our facilitation approach focuses on centering equity, opening space for each partner to engage, and stewarding groups forward to develop actionable next steps and establish pathways for ongoing partnership and mutual respect.

RDA is pleased to submit this proposal to the Probation Department to help support this important work.

Proposed Scope of Work

RDA proposes the following 4-phased approach to plan, develop actionable strategy, and draft and finalize the Public Safety Realignment Annual Plan Update for FY2025-2026 in partnership with Probation and the Napa County CCP with a proposed project term of **January 1 through October 31, 2025**.

Phase 1: Project Launch [January – February 2025]

This initial phase of work will ensure a clear work plan is established that meets Probation’s goals and intended timelines and provides the RDA project team with the necessary background and context to effectively facilitate the Annual Plan Update in partnership with the CCP membership and Probation staff.

Project Launch [January]

RDA will conduct internal launch activities as well as host a virtual 90-minute launch meeting for RDA and Probation’s designated points of contact. This launch meeting will serve as an introduction to project teams and provide an opportunity to review and set common goals and timelines for the Annual Plan Update development period. Further, regular check-in meetings and communication preferences will be determined during launch activities.

Background & Document Review [January – February]

RDA will review relevant background documents as identified and provided by Probation. This review will inform the development of the interview protocol for key informant interviews and provide the RDA team with local knowledge and context to support effective and realistic project activities. Background documents may include, but are not limited to, the 2011 Public Safety Realignment and Post Release Community Supervision Implementation Plan, past Annual Plan Updates, relevant AB 109 population data (e.g., risk and needs), financial reports, specific program data and outcome reports, general policies and procedures that drive the criminal justice system for the County, and any other documents that Probation staff recommend. Depending on availability and need, RDA may also access publicly available data on justice-involved individuals in Napa County (e.g., probation, incarceration and parole, and recidivism).

Key Informant Interviews [February]

RDA will plan, schedule, and facilitate interviews with CCP Members. RDA will host individual 30-minute virtual interviews with each member of the CCP Executive Committee. Then, RDA will support an additional eight (8) team interviews lasting 45-minutes each made up of small groups of two (2) to three (3) for all remaining CCP members. This activity includes development of the interview protocol and summarization of key themes and learnings upon completion. These interviews will help to establish early relationships and buy-in for the planning process, identify other background items to review, and provide readiness for the environmental scan activities to follow.

Phase 2: Environmental Scan [February – April 2025]

This phase of work will take a closer look at the AB 109 criminal justice landscape in Napa County. RDA will complete a Strengths, Weaknesses, Opportunities, and Threats (SWOT) exercise and will analyze it in conjunction with the data outlined above in Phase 1. Taken together, these data will inform us about current operations and programming and allow us to consider past successes, the identification of ongoing challenges, and the elevation of opportunities for improvement. The environmental scan period will provide the CCP with a strong and data-informed foundation from which to establish goals and strategies for the upcoming year.

SWOT Exercise [February – March]

RDA will develop and distribute a SWOT survey to the CCP membership. This survey will provide opportunity for members to reflect on experiences over the past year, share knowledge unique to their purview of the system, and aid in early identification of opportunities and ideas for strengthening the community corrections system and landscape locally.

Environmental Scan Summary [March – April]

RDA will analyze all the primary and secondary data collected up to this point (e.g., background materials, interviews, and SWOT) and draft a summary detailing the themes and findings from Phase 1 and Phase 2 activities. This summary will:

- Outline primary programs and practices in the purview of the CCP, their estimated funding and any known outcomes;
- Highlight the key policy drivers and practices that drive the CCP's work;
- Highlight promising policy and program practices in the AB109 system and broader probation operations; and
- Elevate the strengths, challenges, and opportunities of the Napa CCP and the AB109 system.

Phase 3: Goal & Strategy Development [April – July 2025]

In this phase, RDA will guide the CCP through a facilitated foundation setting exercise to develop actionable priorities, goals, and strategies for the Public Safety Realignment Annual Plan Update, inclusive of an updated mission and vision, to guide work through the upcoming year.

Mission, Vision, & Goal Setting Workshop [April – May]

RDA will plan, facilitate, and record notes for an in-person workshop for the CCP. This workshop is recommended to run approximately three (3) hours. The workshop will provide opportunity for RDA to share an overview of the results from Phase 1 and Phase 2; review the purpose and format of the Annual Plan Update; and then guide members through facilitated exercises to review and revise the mission and vision and set clear priorities and goals for the Annual Plan Update. RDA will provide any workshop materials that may enhance group discussion and activities (handouts, sticky notes, note pads, markers, etc.).

Probation will be responsible for identifying an appropriate location and space for the workshop and providing any refreshments that may be desired.

Strategy Refinement Sessions [May – July]

Following the workshop, RDA will plan, facilitate, and record notes for up to two additional 60-minute virtual planning sessions. These sessions are meant to support the CCP in refining priorities and goals as needed, and in identifying clear and actionable strategies for inclusion in the Annual Plan Update.

Finalized Action Plan [July]

Based upon the work completed during the workshop and refinement sessions, RDA will develop an action plan with the final mission, vision, priorities, goals, and strategies for review by Probation and the CCP with the goal that this will be incorporated in the Annual Plan Update.

Phase 4: Annual Plan Update [August – October 2025]

This phase will include the culmination of all work to date and result in a final Public Safety Realignment Plan Annual Update for FY2025-2026.

Draft Annual Plan Update [August – September 2025]

RDA will develop a draft of the FY2025-2026 Public Safety Realignment Annual Plan Update. This will include up to one round of iterative review and feedback between RDA and Probation designated individuals (i.e., CCP Executive Committee). The draft will be formatted and ready for inclusion in the September 2025 CCP meeting.

Annual Plan Update Feedback [September]

Napa County Probation will be responsible for formally posting the plan for comment and sharing broadly with community partners and members for review. RDA will provide technical assistance and support in preparation for and during the September CCP meeting. This may be inclusive of the development of communication messages, thought partnership on outreach and sharing formats, developing a brief PowerPoint presentation that provides an overview of the Annual Plan Update as well as the process that the CCP engaged in for its development, and will present the plan itself. During the September 2025 CCP meeting, RDA will screen share the draft plan, make agreed upon edits using track changes, and answer any questions. During the meeting, the CCP will vote to approve the Annual Plan Update with the agreed upon changes.

Final Annual Plan Update [September – October]

Following the CCP meeting and any other public comment period, RDA will update and finalize the FY2025-2026 Public Safety Realignment Annual Plan Update. Following updates and an additional round of iterative review and feedback between RDA and Napa County Probation designated individuals, RDA will deliver a final plan by October 31, 2025. The Probation Department will be responsible for submitting the Annual Plan to the state in December 2025.

Ongoing: Project Management & Communication [January – October 2025]

Bi-Monthly CCP Board Updates

RDA will share a verbal update to the CCP during their bi-monthly meetings, beginning in March 2025 and continuing through the end of the project. These verbal reports will provide a summary of work completed, work in progress, and upcoming work and priority dates. RDA will virtually attend CCP meetings to share information and to support answering questions CCP members may have.

Client Meetings & Communication

In addition to the meetings defined in the preceding narrative, RDA recommends 30-minute virtual project check-ins every other week during the project period. These regular meetings between the Probation and RDA project teams as well as any ad hoc communication via email, phone, and Zoom as needed will ensure the successful completion of the project.

Project Management & Internal Meetings

RDA will provide continuous project management coordination and support, including regular internal communication among our project team to ensure the project's progress is closely monitored and its activities meet the needs of Napa County Probation and the CCP.

Cost Proposal

RDA proposes a **maximum budget of \$50,000** for this engagement. The budget and timeline are detailed in the table on the following page.

The travel expenses and number of hours proposed for each task are estimates only and may be adjusted during the project; however, RDA will not exceed the total budget amount in the contract. RDA invoices monthly for all project activities completed up to the agreed upon not-to-exceed budget total.

A list of all RDA staff positions and their fully loaded hourly rates are below in the event they are called upon to contribute to the project. These rates are inclusive of all personnel, fringe benefit, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project.

Labor Rate Table

Position	Hourly Rate
Chief Executive Officer	\$310
Chief Operating Officer	\$280
Director	\$250
Consulting Manager	\$235
Senior Consultant	\$200
Consultant	\$175
Consulting Assistant	\$120

Proposed Budget & Timeline

Deliverable	Project Month (2025)										Est. Hours	Total Cost
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
Phase 1: Project Launch												
Project Launch											14	\$ 3,155.00
Background & Document Review											10	\$ 1,990.00
Key Informant Interviews											30	\$ 5,970.00
Phase 1 Subtotal											54	\$ 11,115.00
Phase 2: Environmental Scan												
SWOT Exercise											5	\$ 935.00
Environmental Scan Summary											28	\$ 5,395.00
Phase 2 Subtotal											33	\$ 6,330.00
Phase 3: Goal & Strategy Development												
Mission, Vision & Goal Setting Workshop											30	\$ 6,405.00
Strategy Refinement Sessions											8	\$ 1,640.00
Finalized Action Plan											3	\$ 585.00
Phase 3 Subtotal											41	\$ 8,630.00
Phase 4: Annual Plan Update												
Draft Annual Plan Update											26	\$ 5,180.00
Annual Plan Update Feedback											5	\$ 935.00
Final Annual Plan Update											9	\$ 1,890.00
Phase 4 Subtotal											40	\$ 8,005.00
Project Management & Communication												
Bi-Monthly CCP Board Updates											8	\$ 1,880.00
Client Meetings & Communications											24	\$ 5,175.00
Project Management & Internal Meetings											35	\$ 7,700.00
PM & Communications Subtotal											67	\$ 14,755.00
Sub Total											235	\$ 48,835.00
Direct Expenses:												
Travel Expenses												\$ 1,165.00
Direct Expenses Subtotal												\$ 1,165.00
Grand Total												\$ 50,000.00

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 TWO MILLION DOLLARS (\$2,000,000) 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.