

# RFP - FY2021 Buncombe County Community Safety Initiative

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*Buncombe County*

*Updated December 2<sup>nd</sup>, 2020: This RFP has been updated to reflect the extended deadline of December 14<sup>th</sup>. Changes are highlighted in yellow (p.3-4).*

## REQUEST FOR PROPOSALS (RFP)

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The Justice Services Department seeks proposals of community-led initiatives that promote community safety and reduce community violence.

## BACKGROUND

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Both violence and the justice system have disparate impacts on Black people living in Buncombe County. For example, in the first seven months of 2020, there were nine homicides, seven of the victims were Black men.<sup>1</sup> In 2019, Black people represented 6.3 percent of Buncombe County's population, yet comprised 25 percent of the jail population and 69 percent of gun violence victims.<sup>2</sup> On June 28, 2018, *The Citizen Times* reported a 55 percent increase in gun violence over a three year period.<sup>3</sup>

In addition, during the height of the COVID-19 pandemic, the various offices and agencies of our justice system worked together diligently and quickly reduce the local jail population out of concern for health and safety. That effort succeeded in dramatically reducing the average daily population by nearly 40%, or 158 people. However, while both Black and White people have been released during the pandemic, the rate of inequity within the jail population increased, resulting in Blacks representing 33% of the average daily population in July. One driver in this increased inequity was because individuals charged with high level and violent felonies were not released from custody. Due to longstanding structural inequities rooted in racism which have resulted to widespread poverty and exposure to trauma within Black communities, which increases the likelihood of violence, violent felonies are a significant driver of inequities in our jail system. Therefore, addressing violence, specifically the disparate effects that violence has on Black communities in Buncombe County, is critical to also addressing inequities in incarceration.

Buncombe County Justice Services collaborates with community and justice system partners to re-imagine justice, enhance public safety, and holistically support all people impacted by the justice system. To that end, Justice Services provides support to councils such as the Justice Resource Advisory Council (JRAC) and initiatives like the John T. and Catherine D. MacArthur Foundation's Safety and Justice Challenge (SJC). As part of the SJC, Buncombe County has embarked on jail reduction strategies that emphasize safely reducing the jail population, addressing racial and ethnic disparities, and increasing community engagement. Through this work, the JRAC declared [Racism as a Public Safety Crisis](#), and we know:

- Violent felony charges are a significant driver of inequities in length of stay in the Buncombe

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<sup>1</sup> Emert, J. (8/19/2020) Asheville's homicide numbers reveal disturbing racial disparity, <https://wlos.com/news/local/ashevilles-homicide-numbers-reveal-disturbing-racial-disparity>

<sup>2</sup> <https://www.buncombecounty.org/common/justice-services/BC-JRAC-Declaration-Racism-as-a-Public%20Safety-Crisis.pdf>

<sup>3</sup> Burgess, J. (6/28/2019) Asheville gun violence up 55% since 2016, <https://www.citizen-times.com/story/news/local/2019/06/28/asheville-gun-violence-up-55-since-2016-gangs-cause-deputy-chief/1571192001/>

County Detention Facility and that violence disproportionately impacts Black communities in Buncombe County.

- Community members have a desire for **community-led approaches** to support safety in their neighborhoods. Based on a series of SJC “Let’s Talk” listening sessions, common problems that were identified include the following:
  - Violence, shootings
  - Systemic Poverty, lack of jobs and resources as a root cause of criminal activity
  - Different treatment based on race or wealth
  - Fear of retaliation of reporting criminal activity
  - The need to provide a bigger platform and connection to positive role models within communities most impacted by violence
  - Lack of trust in the educational system related to the opportunity gap and the school to prison pipeline
  - Confusion on how the criminal justice system works
  - Roadblocks to restoring life based on having a criminal record

## **PROJECT DELIVERABLES**

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Buncombe County seeks a community organization (or organizations) to holistically promote community safety and reduces gun violence to include:

1. the development of comprehensive plan and ongoing support for implementation;
2. implementation of a program/initiative working in communities most impacted by gun violence.

You may submit a proposal for one of the two deliverables, or both:

- If selecting deliverable (1) the **development of a comprehensive plan**, the proposal should include the following:
  - a facilitation plan or scope of work outlining how you will lead governmental officials (including County, City, and Court related stakeholders) and community partners through a strategic planning process to develop a comprehensive plan that addresses community safety and reduces gun violence and provide support for implementation;
  - a corresponding budget that includes a summary of proposed expenditures
- If selecting deliverable (2) **program/initiative working with communities most impacted by gun violence**, the proposal should include the following:
  - a detailed description of the program and/or initiative directly focused on working with impacted populations and;
  - a corresponding budget that includes a summary of proposed expenditures

Proposals should demonstrate the following:

- ways to build trust, engage, partner, and collaborate with communities most impacted by high levels of gun violence;
- opportunities that create and maintain a transparent feedback loop between recipients and the County;
- a plan to use performance measures to track and measure progress and results for the deliverables including positive trends in community safety (support for further developing performance measures using a framework like [Results Based Accountability](#) would be an option for award recipients upon acceptance);

- an understanding of promising practices to address violence, including community-led initiatives and law enforcement practices that have reduced violent crime in other communities, with the goal of developing pathways to reduce harm and work towards healing in our community (please see Resource List in Appendix 1 for some promising practices that may be useful to draw upon);
- experience working with people directly impacted by our criminal justice system;
- a commitment to advancing racial equity and an understanding of how to infuse equity approaches in this work;
- a process for engaging stakeholders in a collaborative and coordinated response to gun-violence and increasing recognition of violence as a problem in our community;
- an ability to infuse intergenerational and family support approaches into the work of community safety and violence prevention; and
- a process for implementing long-term community safety strategies as well as providing immediate support to communities and organizations that are best situated to address community safety and violence prevention.

## ELIGIBILITY

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**Nonprofit.** Organizations must be incorporated as 501(c)(3) nonprofit organizations, classified as tax-exempt by the Internal Revenue Service. If an organization does not meet these criteria, it may partner with another organization to serve as a fiscal agent to administer grant funding.

## FISCAL PROVISIONS

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- The award will be administered through a performance based service contract effective January 1<sup>st</sup> 2021 to December 31<sup>st</sup> 2021.
- Maximum award amount (if proposal includes both deliverables): \$225,000. If proposal is only for one deliverable, please apply for a portion of this amount.
  - If the proposal is only for deliverable 1 (comprehensive plan), anticipated award amount would be between \$25,000 – \$50,000 depending on project scope and budget
  - If the proposal is only for deliverable 2 (community program/initiative), anticipated award amount would be between \$175,000 – \$200,000 depending on project scope and budget
- Buncombe County will make one to two awards; however, the selected partner(s) may choose to sub-contract portions of the service to other partners. The County would require a signed written agreement for the sub-contract, and the lead entity would be responsible for ensuring all contract requirements are met.
- Allowable budget categories include (but are not limited to): salary and benefits, office supplies, equipment, administrative costs/overhead, and program support items.
- **Note: proposals for the Community Initiative/Program are welcome to include a focus on planning and gathering community input.**

## TIMELINE – *Subject to change as needed*

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- November 9, 2020 - Request for Proposal Open
- December 14, 2020 - Proposals Due at 12pm
- December 14-17, 2020 - Proposal Selection Process
- December 21 – 31<sup>st</sup>, 2020 - Announcement of Award
- January 1, 2021 - December 31, 2021 - Contract Award

## APPLICATIONS

Proposals must be submitted online no later than 12:00 pm on December 14<sup>th</sup> 2020 in order to be considered. The online application can be accessed at [www.buncombecounty.org/apply](http://www.buncombecounty.org/apply). Proposals will be evaluated based on the point criteria below, how strongly they meet the deliverables, and how closely they align with project goals.

Applicants will be required to respond to the following:

1. Agency overview (5 points): Provide a brief description of your organization and its role in the community. If this is a collaborative application, describe the lead agency. Highlight two or three key facts and accomplishments that best define your organization.
2. Approach: Which of the two deliverables described above are you proposing to provide? *[NOTE: You may apply for one or both of these deliverables. Your score will not be negatively impacted if you only apply for one.]*
  - a. (10 points) For deliverable (1) **development of a comprehensive plan** describe how you lead a multi-agency collaboration through a strategic plan process, including a draft facilitation guide and timeline.
  - b. (10 points) For deliverable (2) **implementation of a program/initiative** describe your proposed structure, including how the program will be incorporated into your overall agency. If this is a collaborative application, list the partner applicants and proposed roles in delivering core services.
3. Outcomes (5 points): List the proposed goals/results of your efforts. How will you know you are successful? (What will be different a year, two years and three years from now?)
4. Evaluation (5 points): Describe the data collection measures you will use to assure ongoing tracking of contract requirements and outcomes. Also explain how performance measures will impact program practices and decision-making. How will you ensure accountability, evaluate, and communicate your proposed results? What qualitative and quantitative measures do you propose to track progress toward equitable opportunity?
  - a. *If it is helpful, you can frame your responses through using the guiding questions of [Results Based Accountability](#): **How much did we do? How well did we do it? Is anyone better off?***
    - i. *Support for further developing performance measures and evaluation methods using a framework like [Results Based Accountability](#) would be an option for award recipients upon acceptance.*
5. Equity (5 points): Describe your approach to racial and socio-economic equity, both inside and outside the organization. What are some specific examples of practices that are in place or to be put in place with this project?
6. Partnerships (5 points): Describe existing partnerships your organization has in this community and how your organization will leverage those partnerships to meet the needs of this population. Describe the people and groups that contribute in this partnership, and their roles. Also, describe any networks of support the organization is connected to.
7. Budget (5 points): Provide a detailed budget including proposed start-up and operating costs by category. Also include information about other sources of funding that support the work. Use this space to provide any budget notes.
8. Special Considerations: Provide any other information that might assist the County in selecting a provider for this new initiative.

## CONTACT

For more information, contact Jennifer Aviles at [Jennifer.Aviles@buncombecounty.org](mailto:Jennifer.Aviles@buncombecounty.org) or (828) 250-4089.

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## *Buncombe County*

### **Appendix 1: Resources**

*The resources below link to programs and initiatives that have shown progress in other communities to promote community safety and reduce violence. This list is not comprehensive, but is meant to support research into promising practices that may be useful to draw upon when drafting proposals. Applicants are still encouraged to use creativity and understanding about what is working well and what is not working locally.*

[Bull City United](#) in Durham, NC: Bull City United works to stop shootings and killings in specific Durham neighborhood using a public health model with three primary strategies: Detecting and interrupting conflicts. Identifying and treating individuals at high risk of involvement in violence. Changing social norms that tolerate violence in the community. Bull City United team members are trusted messengers who are based in the community.

[Boston Violence Intervention Advocacy Program](#): Boston Medical Center's VIAP Program helps guide victims of community violence through recovery from physical and emotional trauma. Using a trauma informed model of care, VIAP empowers clients and families, facilitates recovery by providing services and opportunities.

[Brownsville, NY \(Center for Court Innovation\)](#): We seek to prevent disorder and violence by working directly in and with the communities that are most affected by crime. Our [community justice](#) centers in Brownsville, [Red Hook](#), and Harlem seek to ameliorate the causes of violence through employment and reentry programs. Our youth programs provide educational and leadership opportunities for at-risk young people. Our work on [placemaking](#) engages communities to revitalize public spaces, promoting neighborhood resilience and safety.

Community Justice Action Fund's: [Policymaker's Playbook to Reduce Gun Violence Without Policing Communities](#): working to change the conversation on gun violence prevention by leading with the people closest to the pain of everyday gun violence. We believe that by listening to and learning from the voices and needs of those most affected by gun violence, we can move beyond conventional approaches and focus on solutions that effectively tackle the root causes of that violence.

[Cure Violence Global](#): Cure Violence is guided by clear understandings that violence is a health issue, that individuals and communities can change for the better, that community partners and strategic partnerships are keys to success, and that rigorous, scientific, professional ways of working are essential for effectiveness. Cure Violence has worked with local partners in more than 25 cities, including: Chicago, New York City, Baltimore, Kansas City, Philadelphia, Durham, New Orleans, Jacksonville.

[Common Justice](#): Common Justice develops and advances solutions to violence that transform the lives of those harmed and foster racial equity without relying on incarceration. Rigorous and hopeful, we build practical strategies to hold people accountable for harm, break cycles of violence, and secure safety, healing, and justice for survivors and their communities.

[Giffords Law Center](#): Since 2016, Giffords has released three reports exploring the issue of community violence and the policy solutions. [Healing Communities in Crisis: Lifesaving Solutions to the Urban Gun Violence Epidemic](#) explores effective community-based strategies to reduce violence. [The Critical Role of State-level Support in Breaking the Cycle of Urban Gun Violence](#), looks at how states are supporting these efforts. [A Case Study in Hope: Lessons from Oakland's Remarkable Reduction in Gun Violence](#), takes a look at how an effective violence reduction strategy is grown and operates at the city level.

North Carolina Health News: [A Call for Gun Violence Prevention](#) This article explores efforts across NC to recognize and treat gun violence as a public health threat.

[Racial Equity Tools on Violence, Safety, and Community Peace](#): As the Institute for Community Peace points out, violence in communities threatens not only our physical safety, it also "diminishes our sense of community and suppresses civic engagement by fostering civic distrust," making organizing around any issue much more difficult. The [Boys and Young Men of Color organization](#), notes "*This violence may be manifested by systematic policies that foster disinvestment, by practices that remove jobs from communities, by historical federal and banking practices that denied bank loans to low income communities of color, by current practices that similarly deny mortgage insurance, and by taxation policy that robs communities of the tax revenue for basic services. This violence is not interpersonal, but results in significant harm. This definition of violence is crucial, both as a systemic injustice done to young men and boys of color and as a cause of interpersonal violence.*" The resources in this section document several strategies for working towards peace and addressing the violence that persists in many communities.

[Restore Oakland](#) (Oakland, CA): A joint initiative between the [Ella Baker Center for Human Rights](#) and the [Restaurant Opportunities Centers United](#) (ROC United), **Restore Oakland** is a community advocacy and training center that will mobilize Bay Area community members to transform our economic and justice systems and make a safe and secure future possible for themselves and for their families.

[Trauma Recovery Center Model](#): Services offered by trauma recovery centers include trauma-informed clinical case management; evidence-based individual, group and family psychotherapy; crisis intervention; medication management; legal advocacy and assistance in filing police reports and accessing victim compensation funds; and are offered at no cost to the patient.

[UTEC \(Lowell, MA\)](#): UTEC's mission and promise is to ignite and nurture the ambition of our most disconnected young people to trade violence and poverty for social and economic success. UTEC was founded in 1999 as the result of an organizing movement driven by young people to develop their own teen center in response to gang violence in Lowell, MA. UTEC's Gun Violence Prevention Training Center for Excellence program assists 10 community organizations that address gun violence in high-risk gun violence neighborhoods within MA through proper training and strategy development. Training focuses on the key components of violence prevention such as street outreach, comprehensive social needs assessments and referrals, mentoring, behavioral health services, workforce development, and community engagement and mobilization.

[Youth Alive! \(Oakland, CA\)](#): Since 1991, as mentors, youth leaders, counselors, case managers, intervention specialists and violence interrupters, we at Youth ALIVE! have worked to help violently wounded people heal themselves and their community. *Our mission is to prevent violence and create young leaders. We believe that young people growing up and going to school in the city's most violent neighborhoods, possess the power to change the city for the better. We meet our clients where they are, [at home](#), [in school](#), [at the hospital bedsides](#) of young shooting victims, [on the streets](#) of our most dangerous neighborhoods.*

**GENERAL TERMS AND CONDITIONS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
  - All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.
7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created

by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.

8. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
9. MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. INFORMAL COMMENTS: Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
11. COST FOR PROPOSAL PREPARATION: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
14. PAYMENT TERMS: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
15. NON-DISCRIMINATION: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
16. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of Buncombe County



as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.

**17. INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits: Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

- 18. GENERAL INDEMNITY:** The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

- 19. CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.
- 20. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 21. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 22. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
- 23. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 24. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 25. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.