



REQUEST FOR PROPOSALS FY2021 Justice Services

REQUEST FOR PROPOSALS (RFP)

Buncombe County seeks proposals to provide a continuum of justice related services.

BACKGROUND

Involvement in the criminal justice system can carry lifelong impacts on the health, safety, and well-being of individuals, families, and neighborhoods. Many justice-involved individuals are also impacted by poverty, trauma, mental illness, and/or substance use disorders.

The justice services outlined within this RFP are a component of a broader cross-system justice resource collaborative initiative focused on maximizing public safety and reducing recidivism. The overall goal is to enhance the efficiency and effectiveness of the Buncombe County criminal justice system, including services and programs that provide a holistic approach to address the needs of both justice involved individuals and victims. Planning is supported by the Justice Resource Advisory Council (JRAC) and the Coordinated Community Response to Domestic and Sexual Violence (CCR) with representation from county and city leadership, court system leaders, local law enforcement, and community organizations.

Buncombe County and its partners deliver a robust continuum of justice related services including the Justice Resource Center, as well as several programs located in the judicial complex and community. The portfolio of services for justice involved individuals (criminal dependents) spans across the spectrum of justice involvement: prevention; pre-arrest diversion; jail re-entry; pre-trial diversion; treatment courts; re-entry; and offender services.

SERVICES

Buncombe County seeks a provider (or providers) to deliver the following justice components. The components are grouped by services areas to include: Justice Resource Center, Jail Re-entry Services, Treatment Courts, and Intimate Partner Violence (IPV) Services. You may submit a proposal for one service area or for the full continuum of services. Proposals for any service area must include all activities within that service area. Buncombe County will provide in-kind use of facility space for the following services areas 1. Justice Resource Center 2. Jail Re-entry and 3. Treatment Courts. Buncombe County will require utilization of a case management data system for tracking and reporting.

1. Justice Resource Center (JRC)

a. Case Management:

- **Service Description**– is a voluntary service for individuals involved in the justice system with the goal of reducing recidivism and increasing compliance with court-ordered sanctions by connecting individuals to needed resources and assisting them with navigation through the complexity of the justice system and community resources. In particular, individuals are connected to opportunities such as employment and education and linked to services that address mental health and substance use disorders, medical conditions, unemployment/under employment, and homelessness. Case management also includes group



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and classes offered at the JRC including, Moral Reconation Therapy, Seeking Safety, Prime 4 Life, Anger Management and a host of others.

- **Service data** – In fiscal year 2019 (FY19), 379 individuals were served through case management services. On average, individuals connect with a case manager 2-3 times in during 45 day period.

b. Front Desk Coverage/Reception:

- **Service Description** – The JRC requires a staff member to be stationed at the front desk from 8am to 5pm Monday to Friday. Staff at the front desk will answer calls from the main line; assist JRC clients, maintain meeting room calendars and assist with overall office processes.
- **Service data** – In FY19, the JRC had over 5,000 visits, with 20 average visits a day.

c. Diversion Services

i. Juvenile Misdemeanor Diversion:

- **Service Description** – In coordination with the Buncombe County Courts, Law Enforcement, Buncombe County Schools, and Asheville City Schools, the Juvenile Diversion Program offer adolescents (age 16-17) referred by law enforcement an opportunity to engage in meaningful and effective community programs in an effort to avoid/minimize various collateral consequences as a means to divert participants from obtaining a misdemeanor crime. Participants must complete a 90 day program based on the diversion plan created specific to the needs of the individuals. The diversion plan can include up to 15 hours of programming: community service, a closed court session, case management, and skill building classes. Participants will attend a closed court session to review incident, update to the District Court Judge on progress and discuss collateral consequences. Skill building classes are facilitated by community volunteers.
- **Service data-** In FY19, the Juvenile Misdemeanor Diversion program enrolled 68 individuals and 54 youth successfully completed the program.

ii. Adult Misdemeanor Diversion (AMDP):

- **Service Description** – AMDP is a voluntary program that offers individuals an opportunity to participate in a 3-9 month program in lieu of criminal prosecution for certain misdemeanor charges. Upon completion of program, participants are eligible for a voluntary dismissal of charges. The goals of the AMDP include supporting individuals to link with resources, limiting collateral consequences, reducing re-arrest, and diverting from the criminal justice system. Participants are informed of the program during their first court



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appearance. Once enrolled participants must complete a 4 hour diversion class and depending on charge type additional classes and programs as well as volunteering is also required.

- **Service data-** In FY19, 292 individuals were enrolled and 194 individuals successfully completed the program.

iii. Adult Felony Drug Diversion

- **Service Description** – The Adult Felony Drug Diversion Program is a peer support operated, 6-9 month structured program, where adults charged with certain misdemeanors can participate in evidence-based models to motivate change and provide insight into maladaptive behaviors. Through partnership with the District Attorney's Office, successful completion of all program requirements result in voluntary dismissal of criminal charges. Participants are informed of program during their first court appearance. Once enrolled, participants must complete volunteer hours, attend a weekly recovery meeting and meet with the program case manager/peer support once a week.
- **Service data-** In FY19, 98 individuals enrolled and 49 individuals successfully completed the program.

d. Career and Education Navigation

- **Service Description** – This program connects individuals involved in the criminal justice system with upskilling opportunities, postsecondary education and higher paying career pathways. Services include connection with employment opportunities, job readiness and coaching, enrollment in adult literacy programs, occupational and vocational training, and curriculum programs of study.
- **Service data** – In FY19, 516 individuals were served, 101 obtained employment, 16 completed an AB-Tech Workforce Continuing Educational Course, and 6 individuals obtained a degree, diploma, or curriculum certification.

2. Jail Re-entry Services

- **Service Description** – The Jail Re-entry program provides mental health and substance abuse screening and case management services to link individuals in the Buncombe County Detention Center to treatment and community resources. Services include case management services, care coordination, establishing diversion plans for submission to the court, psychoeducational groups, and re-entry planning.
- **Service Data** – In FY 19, 1,328 GAINS Jail Re-entry Screens were completed with individuals in custody and 92 diversions to residential treatment.

3. Treatment Courts

Buncombe County operates four (4) treatments courts the follow the standards set forth by 42 U.S. Code CHAPTER 46—JUSTICE SYSTEM IMPROVEMENT. Each treatment court serves a



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unique population. The goal caseload for each treatment court is 30 participants. The program length for each treatment court is approximately 12-18 months.

- a. Adult Drug Treatment Court** – is a voluntary criminal court program that seeks to reduce recidivism, while providing guidance, treatment, and discipline to individuals seeking recovery from drugs and alcohol. The Adult Drug Treatment Court Team, comprised of probation, law enforcement, treatment providers, and court officials, offers individuals the tools necessary to help maintain sobriety for years after program completion.

Adult Drug Treatment Core Court Team Members: judge, coordinator, defense attorney/public defender, assistant district attorney, probation officer(s), TASC staff, and treatment staff. Other recommended team members include: health department nurse or social worker, law enforcement officer(s), vocational rehabilitation and/or community college staff, pharmacist or physician, and public housing representative.

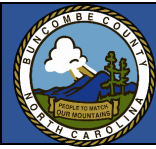
- b. DWI/Sobriety Treatment Court** – is a voluntary treatment court for high risk, high need, and repeat DWI offenders. Through collaborations between the criminal justice system and local treatment agencies, individuals are able to remain in the community under supervision and attend substance use treatment. The goal of the program is to reduce recidivism of DWI offenders by addressing their substance use disorders.

DWI/Sobriety Treatment Core Court Team Members: judge, coordinator, defense attorney/public defender, assistant district attorney, probation officer(s), law enforcement and treatment staff. Other recommended team members include: health department nurse or social worker, law enforcement officer(s), vocational rehabilitation and/or community college staff, pharmacist or physician, and public housing representative.

- c. Family Drug Treatment Court (DTC)** – is a voluntary civil court program that provides case management, care coordination, and treatment support to parents/caregivers who have substance use issues and children that are involved with protective custody. The program supports parents in achieving and maintaining recovery, with the goals of increasing their ability to safely care for their children and decrease the time required to achieve reunification and permanency for children.

Family DTC Core Court Team Members: judge, coordinator, parent attorney, DSS or county attorney, GAL staff, DSS social worker, treatment staff, and health department nurse. Other recommended team members include: QPSA (qualified professional in substance abuse) assessor, probation officer, vocational rehabilitation and/or community college staff, office on youth and/or children's services staff, pharmacist or physician, public housing representative, and law enforcement officer(s).

- d. Veterans Treatment Court** – is a voluntary court that provides a means to divert eligible veteran participants from the traditional criminal justice system and provide them support and rehabilitation through comprehensive substance abuse and/or mental health treatment, education, vocational programs, and community resource



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referrals for housing, childcare, and transportation, all while being judicially monitored. The target population includes military veterans who have been charged with felony or misdemeanor criminal offense(s) and who are identified with substance dependency and/or serious mental health issues.

Veterans Core Court Team Members: judge, coordinator, defense attorney/public defender, assistant district attorney, probation officer(s), law enforcement, Veteran Affairs, and treatment staff. Other recommended team members include: health department nurse or social worker, law enforcement officer(s), vocational rehabilitation and/or community college staff, pharmacist or physician, and public housing representative.

4. Intimate Partner Violence (IPV) Services

- a. **Batterer's Intervention** – As part of Buncombe County's Coordinated Community Response (CCR) to Domestic and Sexual Violence, the Batterer's Intervention Program (BIP) serves as the county's comprehensive domestic violence treatment program for both court ordered and non-court ordered domestic violence offenders. The core element of the program must be the Emerge Offender Education Program (<http://www.emergedv.com/>). In addition, the program must maintain fidelity to the model and meet the rule requirements as outlined by the NC Council for Women Rule Requirements (<https://ncadmin.nc.gov/advocacy/women/abuser-treatment-program>). The organization selected by the county to implement the BIP must be prepared to submit application to the NC Council of Women, requesting certification of the program with implementation beginning July 1, 2020. The BIP proposal should include intensive case management services for active and graduated participants, which work to address the specific needs and dynamics of IPV offenders, increase victim safety, and promote community attitudes around offender accountability. Strong proposals will articulate how the program will implement effective participant recruitment and retention strategies, strong data tracking measures, and collaborative community partnerships. The selected organization must participate as a representative on the Coordinated Community Response Leadership Council and work collaboratively with criminal justice partners and survivor advocacy groups to ensure the program's effectiveness and promote victim safety.

Service Data – In FY 19, 112 people referred to the program were assessed and enrolled, and 47 people successfully completed the 26 week Batterer's Intervention Program.

- b. **Trauma-informed IPV Criminal Justice Response and Offender Services** – Since the opening of the Family Justice Center in 2016, the number of survivors seeking services has increased by an average 12% each year, it has been found that one-third of pre-trial involved defendants are DV involved, and Law Enforcement response to IPV and sexual assault-related incidents continue to increase. Buncombe County is seeking innovative service proposals that would fit within the County's Coordinated Community Response to Domestic and Sexual Violence and are offender-focused



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and/or directly enhance response from criminal justice systems. Historically, the County utilized the Focused Deterrence model, adapted from the Domestic Violence Initiative (DVI) out of High Point, NC. Proposals should be for trauma-informed programming focused on reducing domestic violence and sexual violence recidivism rates, domestic violence homicide prevention, strengthening criminal justice response to IVP and sexual assault offenders, and/or providing targeted community services and supportive resources for high needs/high risk offenders.

SCOPE OF WORK

Collaborative proposals are encouraged. Sub-contracting is an allowable service delivery model. Within each program provision, the following should be considered:

- Case management (client intake and screening, referral, coordination, and follow-up)
- Education & behavior/psychosocial classes (using a model such as Moral Reconnection Therapy or Cognitive Behavior Therapy)
- Employment services (outreach, assessment, employment coaching, job search and placement, vocational guidance)
- Community Service coordination (linkage to volunteer community service options)
- Clinical services (Assessments, seamless connections to ongoing behavioral health services)
- Compliance monitoring and reporting (tied to case management; e.g. client service participation and program completion, release of information, follow-up with the courts, and enhanced tracking of recidivism and repeat domestic violence not resulting in a criminal charge)

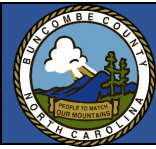
Services must be equitable and well-linked with resources across the community, such as: crisis response; mental health; addiction treatment; harm reduction; safety net health care; housing; wellness resources; legal support; expungement; employment; childcare; public benefits; language access; safety resources; and victim services. Additional services will be leveraged through Buncombe County Health and Human Services and contract partnerships to enrich wrap around service options, such as: public benefits access, legal and expungement assistance, peer support, counseling, and child protective services.

FISCAL PROVISIONS

Please submit a budget based on service area type, program description and volume of clients.

TIMELINE





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APPLICATIONS

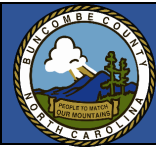
Proposals must be submitted online **no later than 5:00 pm on March 20th, 2020** in order to be considered. The online application can be accessed at this link: www.buncombecounty.org/apply

Applicants will be required to respond to the following:

1. Service Area Proposal: Please select
 - ☐ 1. Justice Resource Center
 - ☐ 2. Jail Re-entry Services
 - ☐ 3. Treatment Courts
 - ☐ 4. Trauma-informed IPV Offender Services
2. Agency overview: Provide a brief description of your agency and its role in the community. If this is a collaborative application, describe the lead agency.
3. Approach: Which service area(s) are you proposing to deliver? Describe your proposed structure for delivering the services, 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.
4. Staffing structure: List the positions (current and/or new) that will be engaged in the delivery of services under this proposal, and describe the professional qualifications of those positions.
5. Experience working with justice-involved individuals: Describe your track record for providing similar services or in working with a similar population.
6. Agency services: What services does your agency currently provide that could be leveraged in support of this program?
7. Partnerships: Describe existing partnerships your organization has in this community and how your organization will leverage those partnerships to meet the needs of this population. Include both formal and informal partnerships, and explain the structure.
8. Data and Evaluation: Describe the data collection and quality assurance measures you will use to assure ongoing, effective tracking of contract requirements and outcomes. Also explain how performance indicators will impact program practices and decision-making.
9. Budget: Provide a detailed budget including the costs of delivering the required services as well as any other sources of revenue that may be leveraged for the program. Include a narrative description of the budget.
10. Equity: Describe how services will intentionally incorporate equity, inclusion, and diversity into its policies, procedures and practices. Specifically, discuss recruitment and retention efforts for employees that reflect a diverse workforce and reflective of the clients served. Outline how services will be accessible to all regardless of gender, race, ethnicity, etc. to include diversity throughout the referral and program completion process.
11. Special Considerations: Provide any other information that might assist the County in selecting a provider for this new program.

CONTACT

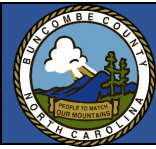
For more information, contact Angelyn Johnson, Angelyn.johnson@buncombecounty.org or (828) 250-4175.



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GENERAL TERMS AND CONDITIONS

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. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.
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*.



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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:**



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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,



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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.