

County of Siskiyou



Yreka, California

REQUEST FOR PROPOSALS (RFP)

Consultant Services for Geographic Information System (GIS) Assessment and Implementation of an Enterprise GIS

Release Date: February 1, 2018

Due Date: February 28, 2018 at 4:00 p.m. (Pacific Time)

Contact Information:

Holly Baun
GIS Specialist/Coordinator
Siskiyou County Department of Agriculture
525 S. Foothill Drive
Yreka, CA 96097

530-841-4114

hbaun@co.siskiyou.ca.us

SUMMARY

The County of Siskiyou is seeking a consultant to complete an assessment, make recommendations for the implementation of an Enterprise GIS, and implement the Enterprise GIS. Existing GIS data is currently segmented across several departments. Some departments are new to GIS while others have been users since the late 1990s. Our desire is to centralize our data, utilize more efficient workflows, establish better data maintenance, and implement mobile data solutions.

INTRODUCTION

The County of Siskiyou is accepting proposals from qualified firms to provide professional consulting services to assess the County's needs, make recommendations for the implementation of an Enterprise GIS, and implement the Enterprise GIS. The County will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates in this RFP.

1.0 AGENCY BACKGROUND

Siskiyou County is located in inland northern California, adjacent to the Oregon border. It is the fifth largest county in California by area with a population of 44,962 at the last census. The City of Yreka (population 7,765) is the county seat and features historic buildings and landmarks from its gold rush history. Other historic towns dot regional highways and the Interstate 5 corridor, which bisects the county. The rural countryside features spectacular scenery of farms and ranches framed by the natural beauty of surrounding mountains, Mount Shasta being the most stunning of these at a towering height of 14,179 feet. More than 60% of the land within Siskiyou County is currently managed by federal and state agencies in various national forests, parks, monuments, wilderness areas, grasslands, wildlife refuges, and state wildlife areas.

2.0 PROJECT BACKGROUND AND PURPOSE

The County of Siskiyou is requesting proposals from qualified individuals or firms to provide consulting services to complete an assessment, make recommendations for the implementation of an Enterprise GIS, and implement the Enterprise GIS. County GIS data is currently used in daily workflows in a few departments with ArcMap 9.3.1-10.5.1. ArcGIS Online is being used in the Agriculture and Roads Departments for creating web maps for field use with Collector and Survey123 apps. Limited deployments of ArcGIS Pro are also underway.

In the late 1990s and early 2000s, several authoritative data sets were created such as roads and digitized land record parcels. Zoning maps and other layers were created over time and are stored in various formats on local network drives. A GIS Steering Committee has existed at different points in time with the goal of centralizing our data and expanding capabilities and capacity.

With the recent acquisition of an Esri Small Government Enterprise Agreement (SGEA), we are seeking to complete an assessment and make recommendations to centralize shared authoritative GIS data and to expand GIS usage across departments. Current base layers need to be audited and migrated into an enterprise workflow incorporating new server licenses (ArcGIS Enterprise and Microsoft SQL Server). Supporting mobile and web apps through ArcGIS Online and Portal are essential components of this

project. Incorporating the Local Government Information Model (LGIM) geodatabase schema, as needed, for maximum efficiency in deploying commercial-off-the-shelf maps and apps is also desirable. Interested consultants should submit a proposal that includes pertinent experience working with local governments, and local governments of a similar size to Siskiyou County, to migrate GIS data from disparate stand-alone environments into an enterprise system. Being efficient with project time and fiscal resources while also meeting the County's needs is of utmost importance. The County's greatest need is to be fully operational with a well-designed architecture that fits both our short and long term business goals.

3.0 SCOPE OF WORK

The County of Siskiyou is seeking proposals from qualified individuals or firms to provide professional consulting services to assess and make recommendations to design and implement an enterprise GIS platform. Consultants may be an individual, company, or joint submittal from such. Consultants submitting proposals responding to this RFP must not be declared ineligible from or otherwise prohibited from providing these services by any federal, state or local agency.

Task 1: Kickoff Meeting and Requirements Gathering

The consultant will conduct a kick-off meeting with project stakeholders. Items to discuss will include the schedule of work, methods of communication, project components, and any questions or concerns from the GIS Steering Committee. Some requirements gathering, such as departmental needs and goals, will have occurred internally before commencement. This information will be provided to the consultant to expedite this process.

Task 2: Comprehensive Evaluation and Report of Current System Needs and System Design

Based on requirements gathering, discussions, and existing resources, the consultant will assess the County's current system and needs and recommend an enterprise system architecture that meets the business needs of the County and aligns with the Siskiyou GIS Strategic Plan. Desired tasks and capabilities include:

- Enterprise Geodatabase schema design (multi-user geodatabase)
- Recommend ArcGIS Online, Portal, Enterprise, and/or hybrid solutions that allow for internal access via desktop and cloud environments as well as secure connections from outside the firewall; design a distributed GIS.
- User Authentication via LDAP/Microsoft Authentication/SAML Login
- Create multiple server instances as needed to separate production, staging and development environments that fit within existing software and hardware capabilities
- Utilize REST services and other tools to connect with outside applications such as SmartGov's permitting software, Assessor Megabyte tables, DIMS election database, CAD dispatch software, StreetSaver and others.

- Recommend any needed changes or workflows that benefit or enhance our current Strategic Plan
- Identify missing datasets and best practices for obtaining and migrating this data

The consultant will submit a proposed architecture design to the GIS Steering Committee, a group of County GIS and Information Technology users and managers that have been appointed and approved by participating department heads for making recommendations for GIS needs in the County, for review and approval. Based on feedback and any changes, the consultant will submit a final architecture design that includes a drawing and descriptive documentation.

Task 3: Geodatabase Design

The consultant will design core enterprise geodatabases that meet the County’s needs and align with the system architecture design. Existing GIS data will be evaluated and migrated to the new enterprise schema (see Task 5). This solution should allow for efficiently deploying maps and apps of COTS products from Esri’s ArcGIS Solutions suite. Consideration of separate public and internal data sharing will also be applied according to the system design.

Task 4: System Implementation and Training

The consultant will install and configure GIS software and licensing required for the platform. Under the Esri Small Government Enterprise Agreement, the following software and licensing is available:

- ArcGIS Enterprise and Workgroup (Advanced and Standard)
- ArcGIS Enterprise Extensions (3D Analyst, Spatial Analyst, Geostatistical Analyst, Network Analyst, Schematics, Workflow Manager)
- ArcGIS Image Server
- Other Developer Tools
- ArcGIS Online Named Users (100 Level 1, 100 Level 2)

The consultant will deploy this platform on SQL Server virtual machines. Additionally, they will provide documentation, guide County staff in this process, and provide sufficient training for future administration of the system.

Task 5: Data Migration and Metadata Standards

Once the platform is in place, the consultant will assist with creating crosswalks or field mapping for moving old shapefiles and geodatabases to the new enterprise geodatabases. Additionally, the consultant will assist with recommending and establishing metadata standards that describe the new datasets so that future data can follow this pattern.

Task 6: ArcGIS Online and App Deployment

Depending on the system design, the consultant will set-up and deploy ArcGIS Online and/or Portal including groups, roles, and data access utilizing actual County data and users. Based on resource availability, the consultant will launch executive dashboards, web maps, and web apps that will enable key users, identified by the GIS Steering Committee, to have quick access to the new system’s

capabilities. The consultant will provide training and demonstrations with actual County data to show the potential of the improved system

Task 7: Present Final Report, Final Product, and Future Projects

The consultant will prepare a final report summarizing the work completed and recommended future projects. For each recommended project, include an outline of tasks, estimated timeline, and any estimated costs, that may be implemented as funds are available.

4.0 PROVIDED INFORMATION AND SUPPORT

The County has begun the process of identifying needs and priorities within various departments. This information will be provided to the selected consultant to help expedite analysis and requirements gathering.

Members of the GIS Steering Committee, a group of County GIS and Information Technology users and managers that have been appointed and approved by participating department heads for making recommendations for GIS needs in the County, will oversee the project and assist the consultant with obtaining information and resources for completing tasks.

The County has budgeted up to \$29,000 for this project.

5.0 PROPOSAL CONTENT AND ORGANIZATION

Proposals should clearly address all of the requirements outlined in this RFP. The intent of this RFP is to encourage responses to meet the stated requirements, and, which propose the best methods to accomplish the work with a competitive completion schedule, technical merit, and cost. Concise and well-organized information is desired for ease of reading and evaluation. Consultants may attach relevant information and documentation not specifically requested.

Respondents should submit (1) bound 8½"x11" original and (4) bound copies of the proposal with all of the requested information. An electronic PDF copy is required on USB drive, CD, or DVD. Proposals should be in a sealed envelope clearly labeled "Enterprise GIS Implementation". All materials submitted shall become property of the County.

The organization of the proposal should follow the general outline below.

- **Important--Please submit your RFP responses with tabs or sections corresponding to the numbered and lettered items below. Use of tabs corresponding to the outline will assist the review team in evaluating your firm's proposal.**

1) Cover Letter

The cover letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter needs to be prepared to accompany all copies of the proposal.

2) Table of Contents

List the major sections in the proposal and the associated page numbers.

3) Statement of Understanding

In this section, the proposer should demonstrate an adequate understanding of the project, the County's situation, and an awareness of issues specific to the project.

4) Project Team and Experience

Identify the team members. Provide a short description of the role and experience of each team member who will participate in the project. Include a resume for each member of the project team. A project manager must be designated. An organizational chart, showing the manager and all proposed project staff and consultants who will provide services, should be included. The consultant team should strive to remain consistent throughout the life of the project.

5) Firm Experience and Recent References

Describe the firm's experience in the last five years on projects of similar size and scope and on projects performed for local governments.

This should include:

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.) and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services.
- b) Your current and past experience implementing enterprise GIS systems.
- c) A minimum of three related business references, including names, addresses and phone numbers plus a description of the type of work you performed for them.
- d) Local government experience. Preference will be given to respondents who have developed plans for other county governments.

6) Project Approach

Provide a description of the consultant's approach to the project and how key issues identified in the Scope of Work will be dealt with.

7) Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely and that the quality of the products will meet County requirements.

8) Schedule of Tasks and Cost

The proposal should include a detailed schedule identifying major tasks to be undertaken to conduct the work, the timeframe for each task, and the cost broken down by fee schedule. A table format is preferred, but other formats are acceptable.

The cost proposal should describe both the hourly rate for principal(s) and employees to be assigned to this contract, and a summary of any other related costs that are to be billed directly and a total “not-to-exceed” amount for this proposal. The cost proposal and tasks may be combined or addressed separately, whichever provides the most clarity.

- a) Enterprise GIS system architecture design
- b) System implementation
- c) Geodatabase design and migration
- d) ArcGIS Online configuration

The schedule should indicate a deadline for delivery of final products on or before June 22, 2018, with a final invoicing and project completion by June 29, 2018.

9) Evaluation of Proposed Professional Services Contract (Appendix “A”)

- a) Please review and evaluate proposer’s ability to enter into the Professional Services Agreement (attached Appendix “A”.)
- b) Provide any and all comments relating to proposed agreement to facilitate ease of completion of contract once the firm is selected.

10) Pending Claims/Litigation

The consultant should provide a statement of all claims/litigations (pending as well as finalized) the consultant has been involved with in the last 5 years.

All proposals must be received no later than 4:00 p.m. (Pacific Time), February 28, 2018 at Siskiyou County Department of Agriculture, 525 S. Foothill Drive, Yreka, California 96097. Proposals may be hand delivered, mailed or sent via private carrier. Proposals received after the deadline will be rejected.

All proposals, whether selected or rejected, will become the property of the County of Siskiyou. All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Proposals must have at least a 60-day price guarantee period.

Questions Concerning Proposal Requirements

Questions concerning the proposal should be submitted by February 13, 2018. Questions and answers will be posted on the Siskiyou County website at www.co.siskiyou.ca.us/current-rfps.

All questions and/or inquiries regarding the RFP should be submitted in writing and directed to:

Holly Baun, GIS Specialist/Coordinator
Siskiyou County Department of Agriculture
525 S. Foothill Drive
Yreka, CA 96097
530-841-4114
hbaun@co.siskiyou.ca.us

6.0 EVALUATION AND SELECTION PROCESS

Proposals will be reviewed and evaluated to determine which proposal(s) best meet the criteria of the RFP. The final selection will be based upon completeness, experience with other agencies, experience with other projects, technical merit, cost competitiveness, and time to perform. It is the County's intent to select one firm that has sufficient expertise to complete the work on time and on budget. However the County reserves the right to select and contract with more than a single firm for the specified services. The County reserves the right, without qualification, to: 1. Reject all proposals. 2. Exercise discretion and apply its judgement with respect to any proposals submitted. 3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 100 points:

- Project Understanding: 10 points maximum
- Project Team and Experience: 10 points maximum
- Firm Experience and References: 10 points maximum
- Project Approach: 10 points maximum
- Project Management: 10 points maximum
- Schedule of Tasks: 30 points maximum
- Cost: 20 points maximum
- TOTAL = 0 to 100 points

County staff will review and rank all proposals received from consultants for the work specified in the RFP. The final staff selection recommendation will be presented to the County Board of Supervisors for consideration and approval, and approval of the contract or other final selection method.

Selection Interviews

The County reserves the right to hold selection interviews with any consultant submitting a proposal before and after the proposal scoring process. The selection interview will be used to gain further insight into consultant capabilities for the purpose of making a selection recommendation. Those consultants selected for an interview will be notified in writing during the Review of Proposals period and should be prepared to participate in an interview during the dates indicated for Interviews of Selected Responders in the Project Schedule (see Section 7.0). When contacted, consultants will be notified of the date, time and place for the interviews. All expenses associated with responding to this RFP, including interviews, are the responsibility of the consultant. In most cases, interviews would be handled with video conferencing.

Protests

At the conclusion of the proposal evaluation process, a Notice of Intent to Recommend Award will be posted on the Siskiyou County website (www.co.siskiyou.ca.us) for five days. A proposer must file any protest of consultant award within five calendar days of the date of posting. The protesting party is responsible for checking the County website for posting of the Notice of Intent to Recommend Award.

All protests must contain a detailed and complete written statement describing the reason(s) for protest, the specific portion of the document or specific statute that forms the basis for the protest, and include the name, telephone number, and address of the protestor. Protests must be mailed to or delivered in person to the attention of Holly Baun, County of Siskiyou, Department of Agriculture, 525 S. Foothill Dr., Yreka, California 96097.

The above time and content requirements are mandatory, and failure to comply therewith will constitute a waiver of any further right to pursue a protest, including filing a Government Code claim or legal proceedings. The party filing the protest must have actually submitted a proposal on the contract.

7.0 PROJECT SCHEDULE

The following timetable is anticipated:

<u>Event</u>	<u>Date</u>
RFP Released	February 1, 2018
Proposals Due	February 28, 2018
Review of Proposals	March 1, 2018
Top Consultants Identified	March 7, 2018
Interviews of Selected Responders (if needed)	March 8-9 12-13, 2018
Notice of Intent to Recommend Award	March 14, 2018
Present Contract for Board Approval	April 3, 2018
Award Contract	April 4, 2018
Anticipated Project Start Date	April 9, 2018

8.0 NOTICE TO CANDIDATES

Terms and Conditions

The County of Siskiyou reserves the right to select no consultant, or to select more than one consultant (and will accept joint venture proposals), to select a consultant(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any consultant(s) to a time of the County's choosing.

Release of Information

Proposals submitted to this RFP become public records and are subject to the California Public Records Act (Gov. Code 6250 seq.). No information submitted in response to this RFP will be released by the County until the evaluation process has concluded.

Proprietary Information

Except as otherwise required by law, the County will not disclose trade secrets or proprietary financial information submitted in response to the RFP. Any material submitted that is to be considered trade secrets, proprietary financial information, or confidential should be clearly marked as such. If the consultant fails to identify confidential or proprietary information, it agrees by submission of its response that those sections shall be deemed non-confidential and nonproprietary and may be made available upon Public request after the evaluation process has concluded.

Term of Contract

The proposed contract would be from March 1, 2018 until July 1, 2018, or until the budget is spent.. Funding has been budgeted for the 2017/2018 and has been proposed for the 2018/2019 Fiscal Year.

County of Siskiyou Reserves the Right to:

- Request an oral interview with, and request additional information from a consultant prior to final selection.
- Consider information about a consultant by making inquiries with provided references or researching information about consultants via media outlets and other authoritative online sources, in addition to the information submitted in the response or interview.
- Reject any and all responses.
- Waive any non-substantial defects in any and all responses.

APPENDIX "A"

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract made this _____ day of _____, 2018 between:

COUNTY: (DEPARTMENT)
FULL ADDRESS

And

CONTRACTOR: NAME OF CONTRACTOR
ADDRESS
PHONE NUMBER
FAX NUMBER
EMAIL ADDRESS

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on March 1, 2018 and shall terminate on July 1, 2018, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Specific Services: Contractor agrees to furnish the following services:

Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the **(Name of Department Head)** or his or her designee.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A. Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by

the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County’s Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor’s payments;

- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including

corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid

or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the

execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

Executed in Yreka, California, on the date and year first above written.

CONTRACTOR:

By: _____

Date

TAXPAYER I.D. on file

COUNTY OF SISKIYOU
BOARD OF SUPERVISORS

By: _____

Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:

COLLEEN SETZER
Clerk, Board of Supervisors

By: _____

Deputy

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

For multi-year contracts, please include separate sheet with financial information for each fiscal year.