

COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: County of Siskiyou  
County Administration  
1312 Fairlane Rd.  
Yreka, CA 96097

And

CONTRACTOR: Avenu Insights and Analytics, LLC  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120  
(858) 245-8245

**ARTICLE 1. TERM OF CONTRACT**

- 1.01** Contract Term: This Contract shall become effective on July 01, 2021, and shall terminate on June 30, 2024, with two (2) options for (1) year renewals, to be requested in writing 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** Scope of 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 Angela Davis, County Administrator or his or her designee.

To the extent that Exhibit "A" contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 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.
- 3.04** Third Party Services: Subject to any exclusivity requirements or monthly minimum revenue commitments that may be set forth, the County shall have the right to contract with a third party to perform any services which are in addition to, or outside the scope of, the Services. If the County contracts with a third party to perform any such service, Contractor will cooperate with the County and such third party to the extent reasonably required by the County. Contractor will not be responsible for acts or omissions of a third party Contractor. The County will require such third parties to comply with Contractor's reasonable requirements regarding operations, standards, security and the care and use of Contractor's confidential information as well as any restrictions relating to access to any third Party Software products licensed to Contractor. The County shall use best efforts to ensure that such Third Parties do not interfere with Contractor's ability to perform its obligations under the Contract.

## **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, the not to exceed amount of five hundred ninety-one thousand, five hundred twenty-two Dollars and 0/100 cents (\$591,522.00) for fiscal year (FY) 2021/2022, Seven hundred twenty-six thousand, five hundred twenty-one dollars and 52/100 cents (\$726,521.52) for FY 2022/2023, and Seven hundred twenty-six thousand, five hundred twenty-one Dollars and 52/100 cents (\$726,521.52) for FY 2023/2024 for a total not to exceed of Two million, forty-four thousand, five hundred sixty-five dollars and 04/100 cents (\$2,044,565.04)
- 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 County Administrator, 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. INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS**

- 6.01** Non-Infringement: Contractor will perform its obligations under the Contract in a manner that does not knowingly infringe, or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary rights of any third party.
- 6.02** Rights to Newly Developed Application Software: In the event Contractor should develop software exclusively for the County, that is specifically required by the terms of the Contract and for which it is fully paid by the County, Proprietary Software is the exclusive property of the County and that the County reserves the right to use, market, or license, it to others.

Contractor shall retain all ownership rights and title to any proprietary software or tools provided, used, and/or developed by Contractor prior to or in the delivery of Services under this Contract or under any prior agreements with the County or Contractor's other clients. The County recognizes that any Contractor Proprietary Software so developed and provided by Contractor to the County is subject to the proprietary rights of Contractor. Subject to the terms and conditions contained in the Contract, Contractor grants the Customer a nonexclusive, nontransferable, revocable license to use the Contractor Proprietary Software solely throughout the term of this Contract and solely for the County's internal business purposes.

In no event shall a revision, modification, or enhancement to existing Contractor Proprietary Software be considered to be software developed exclusively for the County or to be the County's Proprietary Software. Contractor shall also retain all rights, title and interest in any designs, processes, knowledge, and ideas underlying or used to develop any County Proprietary Software or to develop software for the Contractor's customers other than the County or for Contractor's own internal development purposes.

## **ARTICLE 7. CONFIDENTIALITY**

**7.01** Rights, Restrictions and Obligations of the Parties: The Term "Confidential Information" applies to all business, financial, statistical, personnel and technical data in tangible and/or intangible form which is marked "CONFIDENTIAL", defined as confidential by law, or provided, or disclosed by one party to the other, with notice of its confidential nature.

Both Parties agree that:

- a) Each party shall not disclose any confidential information of the other party to any third party without first obtaining written consent;
- b) Each party shall limit dissemination of the other party's confidential information only to those employees, contractors and agents who require access thereto to perform their functions under the Contract
- c) Each party agrees to return the confidential information to the disclosing party upon receipt of written request therefor;
- d) Each party agrees that the standard of care to be applied in the performance of the obligations set forth above shall be the standard of care applied by the receiving party in treating its own confidential information with at least reasonable care to prevent unauthorized copying, use, publication or disclosure;
- e) The term of the provisions of this Section shall survive the termination of the Contract
- f) The Parties recognize that the County's information may be subject to the Public Records Act. If the County receives a request for information which the Contractor deems confidential to the Contractor, the Contractor may demand that such information not be disclosed. The County agrees not to provide such information but Contractor shall be responsible for indemnifying the County for any costs, damages or awards, including reasonable attorney's fees and costs, if any actions, including litigation is commenced against the County pursuant to the County's failure to comply with the Public Records Act or any similar law, to the extent that it is finally determined by a court of competent jurisdiction that the County should have disclosed the relevant information that the Contractor sought to protect.
- g) The parties recognize that the County's confidential information may be subject to a variety of State and Federal confidentiality laws as well as certain information that is protected by attorney client privilege and other legal privileges. It is therefore agreed that the Contractor will not access any such information that has been identified by the County without the



express approval of the County, such approval shall be obtained in advance. It is further understood that Contractor will not access such information beyond the necessary to provide the Services. Contractor is hereby authorized by the County in an emergency to access the systems maintained hereunder as the Contractor deems reasonably necessary to provide the services. Contractor will use reasonable efforts to notify the department for whom such emergency actions has been taken within 24 hours of taking such action.

**7.02** Ownership of Customer Data: All County data will remain the property of the County. The County data will not be

- a) Used by Contractor other than in connection with providing the services;
- b) Disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or;
- c) Commercially exploited by or on behalf of the Contractor, it's employees, or agents.

## **ARTICLE 8. OBLIGATIONS OF COUNTY**

**8.01** 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 9. TERMINATION**

**9.01** 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

**9.02** 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.

**9.03** 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.

- 9.04** 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 10. GENERAL PROVISIONS**

- 10.01** 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.
- 10.02** 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.
- 10.03** 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.
- 10.04** 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.
- 10.05** 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.
- 10.06** 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.

- 10.07 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.
- 10.08 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.
- 10.09 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.
- 10.10 Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 10.11 Authority and Capacity:** Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 10.12 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.
- 10.13 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.
- 10.14 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.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
RAY A. HAUPT, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

AVENU INSIGHTS AND ANALYTICS, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Colangelo, Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Melka, Chief Financial Officer

License No.: 4196  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
6104	110040	723210	

Encumbrance number (if applicable):

Amount not to exceed: \$2,044,565.04

<b>FY</b>	<b>Not to Exceed Amount</b>
21/22	\$591,522.00
22/23	\$726,521.52
23/24	\$726,521.52
<b>Total Not to Exceed:</b>	<b>\$2,044,565.04</b>

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## **EXHIBIT A: SCOPE OF WORK**

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### **SERVICES TO BE PERFORMED**

#### **Summary of Services**

Avenu will provide staff, establish technology architecture, implement and manage systems, applications, communications, and the overall management and security of the County's information assets. Avenu will maintain the County's information systems and data and are responsible for adhering to the County's IT policy and standards and coordinate their requirements with the County. Avenu acknowledges that some County departments may maintain their own IT staff. Avenu will use reasonable efforts to communicate, coordinate and work cooperatively with the County's various IT staff to support their connection to the County Wide Area Network. Avenu will exchange information, work on and provide approval for Countywide and multi-departmental projects and resolve problems of common interest. A summary of the services to be provided consists of:

- Leadership and Management
- Help Desk and Desktop Application Support
- Server and Workstation Administration Services
- Network Administration Services
- Planning
- Website Design and Maintenance
- Remote Database Administration

#### **Supported Departments and Assets**

1. The Services provided under this Service Agreement will apply only to the following departments that are directly supported by Vendor.

- Administration
- Agriculture
- Assessor-Recorder
- Auditor-Controller
- Board of Supervisors
- Community Development
- County Clerk
- County Counsel
- County Library
- County Museum

- District Attorney
  - General Services
  - Probation
  - Juvenile Hall
  - Public Defender
  - Public Works
  - Sheriff's Department
  - County Jail
  - Treasurer-Tax Collector
  - Child Support Services
2. The vendor acknowledges that specific County departments employ their own IT staff, and therefore the Vendor will not directly support the applications, networks, and users for the following departments: Siskiyou County Jail; Health and Human Services Agency. The vendor will use reasonable efforts to provide leadership, oversight in County interests within Information Technology, and exchange of information within the aforementioned departments.
  3. The County reserves the right to add or remove Departments as necessary. Additional compensation for added Departments may be negotiated through a change order.

### **Locations of Support and Responsibility**

The vendor agrees that the following locations are directly supported County assets to be managed within the scope of work by the Vendor. The vendor acknowledges that these locations are subject to change.

1. 1312 Fairlane Road, Yreka, CA 96097
  - Administration
  - County Counsel
  - Public Works Administration
  - Task Force
  - SCSO Detectives
2. 525 South Foothill Drive, Yreka, CA 96097
  - Department of Agriculture
3. 524 South Foothill Drive, Yreka, CA 96097
  - Air Pollution Control District
  - Weights and Measures
  - Vegetation/Noxious Weeds Control
4. 530 South Foothill Drive, Yreka, CA 96097

- Animal Control
5. 550 South Foothill Drive, Yreka, CA 96097
    - Animal Control Shelter
  6. 356 Main Street, Tulelake, CA 96134
    - Tulelake Agriculture Office
  7. 311 Fourth Street, Yreka, CA 96097
    - Auditor-Controller
    - Assessor-Recorder
    - Board of Supervisors
    - District Attorney
    - Treasury – Tax Collector
    - SCSO Evidence
  8. 1215 South Main Street, Yreka, CA 96097
    - Child Support
  9. 510 North Main Street, Yreka, CA 96097
    - County Clerk's Office
    - Elections
  10. 190 Greenhorn Road, Yreka, CA 96097
    - General Services
    - STAGE
    - Airports
    - Solid Waste
    - Flood Control
    - Facilities
    - Communications
  11. 719 Fourth Street, Yreka, CA 96097
    - Library – Main Branch
  12. 800 West Third Street, Dorris, CA 96023
    - Library – Butte Valley Branch
  13. 5714 Dunsmuir Avenue, Dunsmuir, CA 96025
    - Library – Dunsmuir Branch
  14. 115 Collier Way, Etna, CA 96027
    - Library - Etna Branch



15. 11960 East Street, Fort Jones, CA 96032
  - Library – Fort Jones Branch
16. 143 Buckhorn Road, Happy Camp, CA 96039
  - Library – Happy Camp Branch
17. 300 East Columbero Drive, McCloud, CA 96057
  - Library – McCloud Branch
18. 230 South Thirteenth Street, Montague, CA 96064
  - Library – Montague Branch
19. 515 East Alma Street, Mount Shasta, CA 96067
  - Library – Mount Shasta Branch
20. 27233 Scott River Road, Scott Bar, CA 96085
  - Library – Scott Bar Branch
21. 451 Main Street, Tulelake, CA 96134
  - Library – Tulelake Branch
22. 150 Alamo Avenue, Weed, CA 96094
  - Library – Weed Branch
23. 910 South Main Street, Yreka, CA 96097
  - Siskiyou County Museum
24. 322 ½ West Central Street, Yreka, CA 96097
  - Public Defender's Office
25. 279 Sharps Road, Yreka, CA 96097
  - Public Works – Central Yard
26. 7 Remote Public Works Yards
  - Gazelle
  - Forks of the Salmon
  - Happy Camp
  - Etna
  - Fort Jones
  - Mount Shasta
  - Dorris
27. 315 South Oregon Street, Yreka, CA 96097

- Siskiyou County Jail
28. 305 Butte Street, Yreka, CA 96097
- Sheriff's Office
29. 805 Juvenile Way, Yreka, CA 96097
- Adult Probation
  - Day Reporting Center
30. 269 Sharps Road, Yreka, CA 96097
- Juvenile Probation
31. 289 Perimeter Road, Montague, CA 96064
- Airport Evidence Hanger
32. 400 Fourth Street, Yreka, CA 96097
- Siskiyou County Superior Courts Bailiff Stations
  - Watch Commander Area
33. Sheriff Substations:
- Dorris
  - Mount Shasta
  - Happy Camp
  - Dunsmuir
34. 806 South Mainstreet, Yreka, CA 96097
- Community Development

## **Leadership and Management**

1. Avenu's Program Manager will develop and manage the County's Central IT Department and annual budget. They will also participate in Department Head meetings and any necessary appearances before the County's Board of Supervisors regarding the County's Central IT Department's IT-related issues.
2. Avenu's Program Manager will also participate with the County's Departments and other interested parties in the oversight of development and maintenance of the County's IT-related policies such as security, electronic communications, remote access, and email archiving policies
3. Avenu will work with the County to establish and maintain networking, enterprise application, workstation, and desktop application standards. Avenu

will review all County related IT purchases to ensure compliance with agreed standards and interoperability with existing systems

4. Avenu's Program Manager and other management staff members will meet with the Customer's contract administrator to discuss initiatives, performance, ongoing projects, and needs.
5. Avenu will give the County notice of staffing changes within a reasonable amount of time to ensure a smooth transition.
6. Avenu will establish and maintain security measures to protect all County assets and systems upon any employee separation or leave of absence.

### **Help Desk and Desktop Application Support**

1. Avenu's Service Desk will be the County's Single Point of Contract that will accept, record, and track the incidents to resolution using SysAid. It will be hosted in a secure AWS cloud and used for Service Request Tracking, problem management, call escalation management, dispatch, knowledge management, and self-help.
2. Avenu will maintain ownership of incidents whether they are resolved by the service desk, escalated to Level 2, or a third party
3. Avenu will provide support availability during primary support hours, Monday – Friday, 8:00 AM to 5:00 PM. (PST) Provide all staff with cell phones and will field calls as they come in. Should a call ever be missed, Avenu Staff will return the call within thirty (30) minutes or less. Calls received outside of the primary support hours will be routed to Avenu's on-call staff member to determine the issue and provide resolution.
4. According to an established procedure, Avenu will escalate incidents and problems based on timeframes, severity, and level of management.
5. As problems are resolved, either temporarily or permanently, staff will update tickets to reflect the associated activities. Root Cause Analysis (RCA) will be performed for incidents and problems of high severity and all service level requirement (SLR) defaults. The person or group working the ticket will provide periodic updates regarding resolution status until service is restored. Tickets will not be designated as resolved until the technician confirms and documents resolution with County Staff. Avenu will review all tickets before closure to ensure information is complete and appropriate
6. Requests for Change will be closely managed. Avenu will deliver a Change Management Plan within 30 days following the start of Transition.

7. Avenu will utilize the standard industry best practices to provide administration and support for software Countywide. Avenu will ensure appropriate Local Area Network and Wide Area network connectivity for all supported locations.
8. Avenu will keep an updated record, which will be available upon request, of all software and applications used by the County, including the version and release level.
9. Avenu will perform regular patching, major and minor upgrades, or coordinate upgrades with the County's vendors for its third-party contracts. Avenu will maintain software within three (3) versions or release levels or notify the County when application versions are incompatible

### **Server and Workstation Administration Services**

Avenue will provide infrastructure support services, including:

1. Provide hardware support and operating system administration for the Server equipment.
2. Regularly monitor the status and performance of the service equipment and coordinate repair of hardware failures with the County's third-party maintenance vendors. Avenu will review server event logs, investigate and take action to resolve service disruptions.
3. Perform backups, backup rotations, and restorations of all systems, servers, and network equipment according to industry-standard best practices. Avenu will work with the County to define data retention policies in accordance with the County's requirements
4. Maintain all operating systems for the software;
5. Provide onsite support during business hours from 8:00 AM – 5:00 PM (PST) and Mission-critical support for all public Safety domains 24 hours a day, 7 days a week.
6. Carry out Preventative maintenance according to the manufacturer's recommendations and manage the escalation of server failures to the appropriate third-party vendor for resolution.
7. Recommend server configuration, migration of physical servers to virtual servers when beneficial, and manage and monitor performance.

8. Maintain support for the County's virus protection deployments. Administration includes recovering from any virus protection breaches.
9. Avenu will provide support to the County's email anti-spam and anti-virus applications. Support includes account and quarantine maintenance, upgrades, and application of patches.
10. Avenu will maintain and manage the storage of all software media relating to the County's volume licensing agreements and any other existing or future software application media.

## **Planning**

1. Avenu will be instrumental in the County budget process, provide the information needed by the Auditor/Controller to provide IT charges to all departments. This means a count of all computers, printers, servers, users and providing the IT budget.
2. Avenu will recommend departmental purchases and advise when hardware and software are at end of life. They will provide estimates to each supported department on what items should be included in their individual budgets during the recommended budget process. This includes a recommended refresh cycle.
3. Avenu will provide ongoing management and support of the Microsoft Enterprise Agreement, ensuring that licensing is distributed correctly and additional licenses are purchased and properly accounted for departmentally. In October each year, conduct a true-up with Microsoft and the supporting vendor.
4. Manage the server farm and network hardware for end-of-life replacement needs or space requirements.
5. Avenu will provide ongoing departmental purchasing support and recommendations. Once a department seeks help, Avenu will
  - Recommend model or options.
  - Seek quotes from three or four vendors, including Dell hardware requests.
  - Prepare departmental PO, sign for IT Approval and return to departments for execution.
  - Invoice may be returned to us, and at that point, we forward to the purchasing department in a timely manner.

6. Manage the contract with Cal-Ore, our internet and fiber provider, and make sure the needs are met County-wide.

### **Website Design and Maintenance**

1. Avenu is responsible for website creation and maintenance of the County website that is hosted by Municode;
2. Successful training and ongoing support of all departmental editors with the aim to keep the content current, accurate and accessible;
3. Avenu will work alongside the County leadership to expand and update the various aspects of the County's website.
4. Avenu will work closely with departments with a social media presence, helping them provide the most current information.
5. Create and maintain the employee intranet, which contains critical documents and County policies needed by County staff.

### **Remote Database Administration (Banner) Support**

1. On a shared resource basis, Avenu will provide Remote Database Administration (RDBA) services for the Banner Local Government Finance / HR suite, not to exceed 240 service hours, over a twelve-month fiscal year period.

RDBA services will be available from Monday through Friday, 8:00 AM to 5:00 PM (PST).