

C012034U
FY 19/20 E2100346*
FY 20/21 E2100385

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services entered into on April 2, 2019 and as amended on June 2, 2020 by and between the County of Siskiyou ("County") and Executive Information Services, Inc. (EIS) ("Contractor") and is entered into this 6th day of October, 2020.

WHEREAS, the Contract expired on December 31, 2020 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

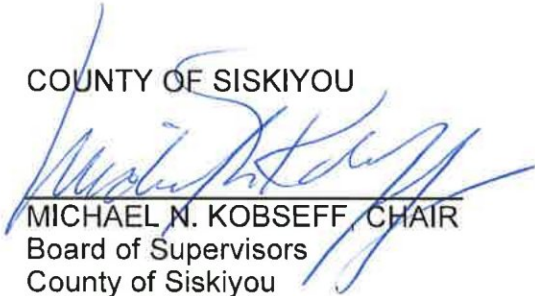
Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through December 31, 2021.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Thirty Six Thousand Five Hundred Seventy four Dollars and Twenty Seven Cents (\$36,574.27) for FY 19/20 and Forty Two Thousand Thirty Three Dollars and No Cents (\$42,033.00) for 20/21 to increase the compensation payable under the contract to an amount not to exceed One Hundred Twenty Thousand One Hundred Ninety Dollars and Twenty-Seven Cents (\$120,190.27).

All other terms and conditions of the Contract for Services shall remain in full force and effect.

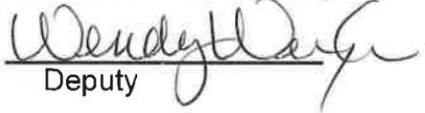
IN WITNESS WHEREOF, County and Contractor have executed this Second Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU


MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

Date: 11/10/2020

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors.


By: 
Deputy

CONTRACTOR: Executive Information Services, Inc


Adam Missler, VP of Sales

Date: _____

Date: 11/1/2020


Justin Davis, VP of Operations

License No.: N/A
(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. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1003	203229	723000	130

FY 18/19	\$38,125.50	FY 19/20: \$ 3,457.50	FY 20/21: \$42,033.00
		FY 19/20: \$36,574.27	

Encumbrance number (if applicable): E1900480

If not to exceed, include amount not to exceed: One Hundred Twenty Thousand One Hundred Ninety Dollars and Twenty-Seven Cents (\$120,190.27)

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

FY 18/19 \$38,125.50

FY 19/20 \$40,031.77

FY 20/21 \$42,033.00

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on 2nd day of April 2019 by and between the C County of Siskiyou Sheriff Office and Executive Information Services, Inc. (EIS) and is entered into this 2nd day of June 2020.

WHEREAS, the Contract expired on December 31, 2019 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through December 31, 2020.


Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional \$3,457.50 (Three Thousand Four Hundred Fifty Seven Dollars and 50/100s), to increase the compensation payable under the Contract to an amount not to exceed \$41,583.00 (Forty One Thousand Five Hundred Eighty Three Dollars).

All other terms and conditions of the Contract shall remain in full force and effect.

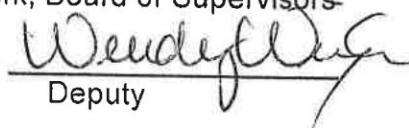
IN WITNESS WHEREOF, County and Contractor have executed this First addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 9/1/2020

COUNTY OF SISKIYOU

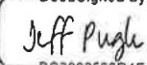

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

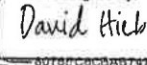
By: 
Deputy

CONTRACTOR: Executive Information Services, Inc.

Date: 8/31/2020

DocuSigned by:

80309355664E118
Jeff Pugh, Executive Vice President

Date: 8/31/2020

DocuSigned by:

80309355664E118
David Hieb, VP of Client Services

License No.: N/A
(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)
1003	203229	723000	130

Encumbrance number (E1900480):

If not to exceed, include amount not to exceed: \$41,583.00 (FOURTY ONE THOUSAND FIVE HUNDRED AND EIGHTY THREE DOLLARS)

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

FY 18/19 \$38125.50
FY 19/20 \$3457.50

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

① 11727-2
E1900480
1003 - 203229-723000
Oct-130
38,125.50 / 38,125.50
CR

This Contract made this 2nd day of April, 2018 between:

COUNTY: SISKIYOU COUNTY SHERIFF'S OFFICE
305 BUTTE STREET
YREKA CA 96097
530.842.8326

And

CONTRACTOR: EXECUTIVE INFORMATION SERVICES INC (EIS)
1396 NE 20TH STREET SUITE 100
OCALA FL 34470
352.236.4500

ARTICLE 1. TERM OF CONTRACT

- 1.01 Contract Term: This Contract shall become effective on 1/1/2019 and shall terminate on 12/31/2019, 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 herelo.

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 Sheriff 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 \$38,125.50 (Thirty Eight Thousand-One hundred Twenty Five Dollars and 50/100s 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 583) 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.

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: 4/2/19

Brandon A. Criss
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Dejeu
Deputy

CONTRACTOR: EIS

Date: 3/4/2019

Alvin J. Gortcinsky
ALVIN J GORTCINSKY, CEO

Date: 3/1/2019

Thomas S. King II
THOMAS S KING II, CFO

License No.: _____
(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. 1169 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. ON FILE

ACCOUNTING.

Fund	Organization	Account	Activity Code (if applicable)
1003	203229	723000	130

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$38,125.50 (THIRTY EIGHT THOUSAND-ONE HUNDRED TWENTY FIVE DOLLARS AND 50/100s)

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



EXHIBIT "A"
Executive Information Services, Inc.
SCHEDULE OF SUPPORT SERVICES

1.0 SUPPORT SERVICES

Executive Information Services, Inc. (EIS) will provide support services for EIS licensed software in accordance with the provisions of this document. EIS support services provide the following:

1. Keep licensed software operational.
2. Provide limited services to optimize use of software.
3. Provide periodic updates.

GENERAL PROVISIONS

Standard Support Services relate to licensed application software only. Support Service plans do not cover computer hardware, operating systems, e-mail systems, networks, network operating systems, or other computer or network components whether or not they were provided by Contractor. Services do include limited diagnostic services and coordination with hardware support vendors, communications vendors, 911 vendors, radio console vendors, and other involved third parties. All charges by third parties for system software licenses, cabling, hardware components, etc. are the responsibility of the Agency.

SUSPENDED SERVICE

EIS will suspend services to any Agency with an outstanding invoice more than 90 days in arrears. Agencies with suspended service may have service reinstated by paying all back-due service fees, the annual support fee for the current period, and the then current reinstatement fee.

COMPANY QUALIFICATIONS

EIS has and will maintain the personnel, experience, and knowledge necessary to perform the duties under this agreement.

DOJ COMPLIANCY

EIS support personnel have undergone background checks. Agencies that require a CJIS vendor contract or need additional validation related to EIS support personnel should contact the EIS Support Manager.



2.0 LISTING OF SERVICES

EIS provides the following software and technical support services and reserves the right to change or modify the services at any time and upon 45 days notice to Agency. EIS will use commercially reasonable efforts to provide solutions for any problem or issue reported and determined to be in the EIS software or documentation. While it is the goal of EIS to provide an acceptable resolution for all incoming service requests, due to the varied nature of the requests, EIS cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved.

1. Telephone Technical Support—Agency has access to EIS qualified technical and applications support personnel via the Call Center number listed herein. EIS will use reasonable efforts to resolve any query relating to EIS licensed software or its use or operation by the Agency.
2. Software Remediation—EIS will use its reasonable efforts to correct or circumvent any reported error in licensed software in order to bring the software into material conformance to the then current published documentation.
3. Diagnostic Services—Support includes diagnostic services that may be reasonably required to correct reproducible errors or malfunctions in the licensed software. EIS will also work closely with Agency personnel where necessary to coordinate repair efforts with other vendors or in-house technicians.
4. Interface Maintenance—Service on State Interface Gateways includes programming modifications mandated by State Agencies. New state switches requiring new gateways and completely different protocols or message formats may be subject to additional charges. Due to variability, changes to (9-1-1) interfaces may be subject to additional charges. All other third party interface support is subject to additional charges.
5. System Notification Service—Periodically EIS releases electronic bulletins or newsletters designed to alert users to potential problems with EIS systems, virus threats, or provide best use recommendations.
6. General Systems Consulting—EIS provides limited consulting services when related to EIS products and product use within the Agency.
7. Software Updates—Minor software updates are included in standard service plans. Minor updates are normally provided via remote support facilities and do not involve on-site visits. Additional service packs or updates may be applied depending on individual agency circumstances. Major updates that require significant database changes, data conversions, re-installation of software systems, or extensive operator training are subject to additional charges. Charges for major upgrades depend on the scope of the changes, size of the agency, required days on site, and other factors related to implementation costs.

Updates are scheduled with each agency on a case by case basis and Agency has the option to accept or decline any update. Due to variables in scheduled feature sets and program development, no guarantees of releases or release dates for any software are made.



8. Documentation Updates—Updated documentation is posted periodically for electronic download. Much documentation is electronic and is provided in help files in the products. Help files are updated periodically and distributed with the regular updates.

EXCLUSIONS

1. EIS assumes no responsibility for computer hardware or third party software including operating systems, printers, communications circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.
2. Data backup and integrity checking is the responsibility of the agency.
3. Virus protection, system intrusions, security breaches, and malware protection are the responsibility of the agency.
4. Table maintenance, including offense code tables, are the responsibility of the agency. EIS provides utility and maintenance programs that facilitate this.
5. Access Control and security setup for agency users is the responsibility of the agency. EIS provides utility programs that facilitate this.
6. Errors caused by mis-use, use on inadequate or out of date hardware or operating system software. Errors caused by conflicts with other third party or Agency provided software.
7. New custom reports or report modifications are not included in standard support services.
8. Addition of billable PDF's to the system are subject to a flat rate charge designed to defray agency specific and unknown costs associated with their use.
9. If required, EIS may provide release notes, on-line tutorials or other training on new features or operational problems under the service agreement. Full training for new users or general training for the agency that requires on-site services is not included in the standard service agreements.

ENHANCEMENT REQUESTS

Requested system enhancements, including new report requests, are considered for inclusion in EIS products at EIS's sole option. No guarantee of implementation is made and no timeframes are provided for any requested enhancements. *Enhancements and product content and feature sets are at the sole discretion of EIS. Custom feature requests are not included in standard support plans.*



REMOTE ACCESS SUPPORT

Support services are normally provided via a remote access connection to the Agency. This is normally done via a high speed Internet connection from the EIS Support Center to the customer site. EIS can provide programs for a secure link or will work with most existing Agency VPN's or security appliances. Low speed connections can degrade the ability of EIS to respond to client requests or provide updates. Remote support services include updates, diagnostic services, and client initiated remote desktop sessions.

ON-SITE SUPPORT

At its own discretion, EIS will provide on-site support, if required. This is usually reserved for critical failures that render the system inoperable or seriously degrade system performance. Response time is dependent on distance, severity of the errors, and other factors and is coordinated with the designated Agency project manager.

3.0 SERVICE REQUESTS

A Service Request (SR) may be filed by Agency for any operational problem or software error. An error is any reported malfunction or other defect in the EIS licensed software that can be reproduced by EIS and that constitutes a non-conformity from the product documentation.

Regardless of how submitted, all Service Requests are documented in an on-line database at the EIS customer support WEB site along with remedial actions and other pertinent data.

SERVICE REQUEST SUBMISSION

Service Requests can be submitted by any means convenient to Agency; phone, fax, e-mail, or WEB. Critical high priority service requiring immediate assistance should be submitted by phone to the EIS Call Center. This is available 24 x 7. We request after hours calls be limited to emergency, priority 1 calls. Unless restricted by Agency, EIS will accept routine and emergency calls from any Agency personnel. Contact numbers and addresses are:

Mailing Address: Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

Call Center: (208) 580-0400
Fax Number: (209) 370-9921
WEB Site Address: www.goeis.net
Support Portal: www.portal.goeis.net
E-Mail Address: support@goeis.net



SUBMISSION GUIDELINES

1. Critical issues should be reported by telephone to the EIS Call Center (208) 580-0400
2. Issues and service requests can be submitted by any of the following
 - a. Contact the EIS Call Center by telephone at the above number.
 - b. Send an e-mail with pertinent details on the issue to support@goeis.net. This will create an automatic service request in our system and notify support technicians. You will be provided details by return e-mail and your issue will be reviewed within 24 hours
 - c. Log onto our support portal WEB site and submit the issue.
3. In all cases, the following details should be provided.
 - a. Full contact information including your name, your agency, contact phone number and e-mail address.
 - b. The particular program or product that is causing the issue.
 - c. All details you have on the issue.
 - d. Date/time the issue occurred
 - e. Workstation/Server where the issue occurred
 - f. Symptoms of the problem. What error message displayed.
 - g. Did the problem occur once or often? Is the problem erratic or consistent? Can the problem be duplicated and if so, what are the steps to duplicate it.
 - h. Enclose a screen shot if possible.
4. An automated system response is sent to the originator and designated Agency contacts when the service request is created in the system and whenever key details on the service request change in the system.
5. An agency can check their service request status at any time at the EIS Service Request portal above.



SERVICE LEVEL RESPONSE

Call Center phones are staffed by technicians that will attempt to respond immediately to submitted issues. Response time is immediate. Reports submitted electronically will be reviewed and receive an initial response within 24 hours.

Each Service Request is assigned a priority and service processing procedure based on its severity and disruption to the Agency. EIS has set the following priorities.

Priority	Level	Description	Processing
1	Critical	A major system or sub-system has failed. For example a CAD has failed. Agency cannot perform a critical job function.	Service is continuous. If the issue cannot be resolved by the answering technician, then escalation is immediate.
2	High	A major component or sub-system has failed. For example a state interface has failed and is seriously degrading the CAD system. Agency job function is degraded or limited.	Service is determined by the nature of the problem and consultation with the Agency. The problem is given priority support and may be escalated as necessary.
3	Medium	A processing error has occurred or there is an error in processing. For example a data file is not saving in a report, a report has incorrect totals, etc. Agency experiences intermittent problem or minor degradation.	Service is routine. Escalation depends on circumstances. Program errors may be fixed by service packs, delayed to regular releases, or work-arounds applied as necessary.
4	Low	Low priority. Less common operations, occasionally fail, or cause minor inconvenience.	Service is generally handled in the course of regular system updates or may be delayed indefinitely.
5	Low	Enhancement and custom report requests.	Enhancements and report requests are filed only for possible future inclusion in EIS products. If determined to be important and essential to the operation of the agency and applicable to multiple customers, EIS may escalate the request and include the enhancement or request in a regular service pack or release. Priority 5 requests will normally be closed after entry.

SERVICE REQUEST ASSIGNMENT

Each service request submitted is assigned to an EIS support technician that has on-going responsibility for the service request. This includes keeping the Agency notified of progress on the issue, resolving the issue, and closing the service request. The assigned person is listed on all automatic and manual responses to the service request and is available on the support WEB portal. You may contact the assigned person at any time for an update on the status of the Service Request, to update priority, or to discuss additional details on the issue.

SERVICE REQUEST STATUS

Each Service Request is assigned a status. Status codes are:

- OPEN The SR is actively being worked on by EIS.
- COMPLETE EIS has completed all work on the SR and is waiting authorization to close it.
- CLOSED The SR is no longer active in the system. Closed SR's are no longer tracked by EIS.



ESCALATION

EIS has designated a group of senior technical and programming resources that are available for critical service requests that cannot be handled in the course of normal business. This team is notified immediately on all priority 1 service requests and notified when appropriate on other critical issues. EIS management reviews all escalated and priority 1 critical service requests on a weekly basis.

CLOSING SERVICE REQUESTS

Service requests are closed based on consultation with the Agency. A completed service request has its status changed to COMPLETE by EIS pending consultation and review for closure. An EIS representative will review the case with the originator or with a designated Agency contact before closing the support request. This may be by e-mail or phone as is most convenient. In the case of a non-response by an agency, service requests may be closed after 15 days.

An automatic system response is sent to the originator and all designated Agency contacts when a service request is closed.

PRODUCTION SYSTEM

Standard support services and escalation apply to Agency production systems. Licensed EIS software on test, training, development, or other non-production systems receives a medium level response and is scheduled in consultation with the Agency.



4.0 AGENCY RESPONSIBILITIES

The level of service EIS can provide is dependent upon the cooperation of the Agency and the quantity of information that the Agency can provide. If the Agency cannot reproduce a problem or if the Agency cannot successfully gather adequate troubleshooting information, EIS may not be able to ultimately resolve the problem. Careful submission of service requests is an important Agency responsibility.

FACILITY, SYSTEM AND DATA ACCESS

In order to provide Agency with technical support, EIS may need to remotely access Agency computing environment. This access is for diagnostic, backup, or data recovery purposes only. Access methods and procedures are worked out with each customer individually. As part of support services, EIS may be given access to your data and may temporarily copy all or parts of databases from your systems. Data is not permanently retained and is destroyed when no longer required for diagnostics. Agency is notified of any data access in advance. If on-site services are required, EIS will require access to facilities and equipment.

AGENCY CONTACTS

A primary Agency contact is required on each support services agreement. Up to three additional Agency contacts can be provided to EIS. Agency contacts are sent all notifications on any service requests submitted by the agency and receive all EIS electronic notifications and communications.