

W/10013187
CIT# CC LOG# E25000104
FISCAL YEAR 2020-2021
AMT 28800
ANNUAL TOTAL

This instrument is a correct copy of
original on file in this office
ATTEST:
LAURA BYNUM
County Clerk of the State of California
In and for the County of Siskiyou.

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

By: Wendy Dyer
Deputy

THIS SECOND ADDENDUM is to that Contract for Services entered into on July 1, 2020 and as amended on March 4, 2021 by and between the County of Siskiyou ("County") and Debra Davis ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2024 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 June 30, 2028.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional One-Hundred-Fifteen-Thousand-and-Two-Hundred dollars (\$115,200), to increase the compensation payable under the Contract to an amount not to exceed Two-Hundred-Thirteen-Thousand and Two-Hundred dollars (\$213,200).

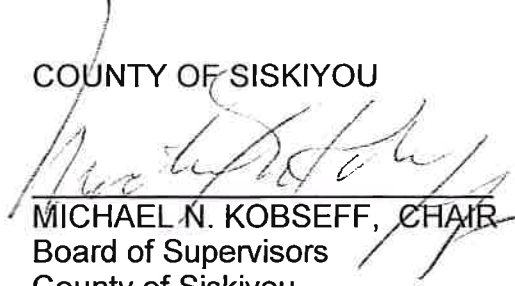
All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

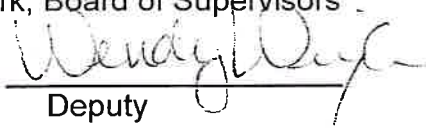
IN WITNESS WHEREOF, County and Contractor have executed this SECOND addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 7/2/2024

COUNTY OF SISKIYOU

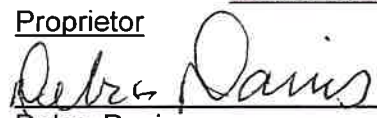

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

CONTRACTOR: Debra Davis, Sole
Proprietor

Date: 6/24/24


Debra Davis

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. 566-86-2964

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	602010	723000	2212

Encumbrance number (if applicable): E2100363

If not to exceed, include amount not to exceed: \$213,200

For Fiscal Year 20/21, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 21/22, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 22/23, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 23/24, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 24/25, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

For Fiscal Year 25/26, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

For Fiscal Year 26/27, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

For Fiscal Year 27/28, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

This instrument is a correct copy of the original on file in this office
ATTEST:
LAURA BYNUM
County Clerk of the State of California
In and for the County of Siskiyou.

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

By: Wendy Davis
Deputy

THIS SECOND ADDENDUM is to that Contract for Services entered into on July 1, 2020 and as amended on March 4, 2021 by and between the County of Siskiyou ("County") and Debra Davis ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2024 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 June 30, 2028.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional One-Hundred-Fifteen-Thousand-and-Two-Hundred dollars (\$115,200), to increase the compensation payable under the Contract to an amount not to exceed Two-Hundred-Thirteen-Thousand and Two-Hundred dollars (\$213,200).

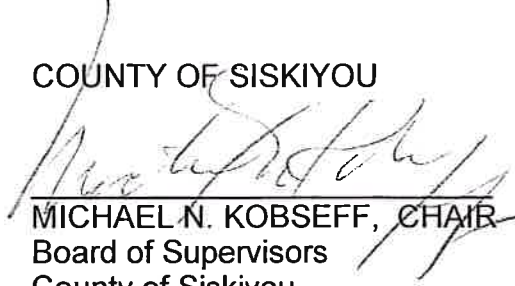
All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

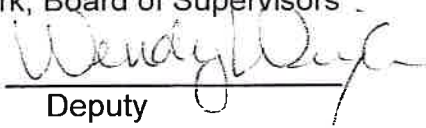
IN WITNESS WHEREOF, County and Contractor have executed this SECOND addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 7/2/2024

COUNTY OF SISKIYOU

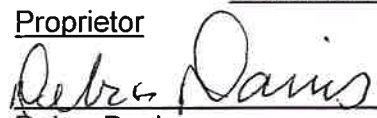

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

Date: 6/24/24

CONTRACTOR: Debra Davis, Sole
Proprietor


Debra Davis

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. 566-86-2964

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	602010	723000	2212

Encumbrance number (if applicable): E2100363

If not to exceed, include amount not to exceed: \$213,200

For Fiscal Year 20/21, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 21/22, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 22/23, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 23/24, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 24/25, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

For Fiscal Year 25/26, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

For Fiscal Year 26/27, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

For Fiscal Year 27/28, a sum not-to-exceed \$28,800 (Twenty-Eight-Thousand-and-Eight Hundred dollars)

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

THIS FIRST ADDENDUM is to that Contract for Services entered into on July 1, 2020 by and between the County of Siskiyou ("County") and Debra Davis ("Contractor") and is entered into this ____ day of _____, 2021.

WHEREAS, the Contract expired on June 30, 2021 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 June 30, 2024.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Seventy-Three-Thousand-and-Five-Hundred dollars (\$73,500), to increase the compensation payable under the contract to an amount not to exceed Ninety-Eight-Thousand dollars (\$98,000).

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.

(Signature Page continues on following page)

COUNTY OF SISKIYOU

Date: 3/4/2021

DocuSigned by:

Ray A. Haupt

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

ATTEST:
 LAURA BYNUM
 Clerk, Board of Supervisors

By: Wendy Wunningham
 Deputy

CONTRACTOR: Debra Davis, Sole
 Proprietor

Date: 2/19/2021

Debra Davis
 Debra Davis

Date: _____

N/A

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. 566-86-2964

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	602010	723000	2212

Encumbrance number (if applicable): E2100363

If not to exceed, include amount not to exceed:

For Fiscal Year 20/21, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 21/22, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 22/23, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

For Fiscal Year 23/24, a sum not-to-exceed \$24,500 (Twenty-Four-Thousand-and-Five-Hundred-and-Fifty dollars)

VN# @13187
 CT# E2100363 CC LOG#
 ACCT 1001 60010 723000 2212
 CT AMT 24,500 1 24,500
 ANNUAL TOTAL

**COUNTY OF SISKIYOU
 CONTRACT FOR SERVICES**

This Contract made this _____ day of _____ 2020, between:

COUNTY: Siskiyou County Library
 719 4th Street, Yreka, CA 96097

and

CONTRACTOR: Debra Davis, Sole Proprietor
 716 Pioneer Street
 Yreka, CA 96097

ARTICLE 1. TERM OF CONTRACT

- 1.01 Contract Term: This Contract shall become effective July 1, 2020 and shall terminate on June 30, 2021 unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES

- 3.01 Specific Services: Contractor agrees to furnish the following services:
 Contractor shall provide the services described in Exhibit "A" attached hereto.
 No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by **Michael Perry (County Librarian)** (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", the not to exceed amount of Twenty-four-thousand and Five Hundred Dollars and No/100 cents (\$24,500.00) for the term of the Contract.
- 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 **Michael Perry (County Librarian)** (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 of its employees as required by California Labor Code Section 3700, either through worker's 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.~~ - Section omitted intentionally
- 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.~~
Contractor agrees to maintain a policy of automobile liability insurance in the minimum amount of (\$100,000/\$300,000/\$100,000) One Hundred Thousand Bodily Injury per person, Three Hundred Thousand Bodily Injury per accident, One Hundred Thousand Property Damage to cover such claims. 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: Contractor agrees to maintain a policy of automobile liability insurance in the minimum amount of (\$100,000/\$300,000/\$100,000) One Hundred Thousand Bodily Injury per person, Three Hundred Thousand Bodily Injury per accident, One Hundred Thousand Property Damage to cover such claims. ~~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 many 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 paragraph ~~5.04 and~~ 5.10 above 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, 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 for 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 membership 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 this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required

by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.
- Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.
- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

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

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated 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 the 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 and 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 this 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 rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, 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 provisions 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 this 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.

Signature Page Follows

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.

CONTRACTOR: Debra Davis, Sole Proprietor

Date: 10-2-2020

Debra Davis
Debra Davis

Date: _____

N/A

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. _____

Angela Davis
COUNTY OF SISKIYOU
11/5/2020
Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

Edward J. Kiernan
Edward J. Kiernan, County Counsel (Date) 10/8/20

APPROVED AS TO ACCOUNTING FORM:

Fund 1001 Org 602010 Account 723000 Activity Code 2212

If not to exceed, include amount not to exceed: NTE FY 20/21: \$24,500

Encumbrance number (if applicable):

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

Jennie Ebejer
Jennie Ebejer, Auditor-Controller (Date) 11/13/20

APPROVED AS TO INSURANCE REQUIREMENTS:

Melissa Cummins
Melissa Cummins, Risk Management (Date) 11.5.2020

Exhibit A



SISKIYOU COUNTY LIBRARY

719 Fourth Street
Yreka, California 96097
(530) 842-8805 FAX: (530) 842-7001

MICHAEL PERRY, COUNTY LIBRARIAN
mperry@co.siskiyou.ca.us

July 1, 2020

Re: Exhibit A description of Contractor Services

To whom it may concern:

Reporting to the County Librarian, the Adult & Family Literacy Coordinator will be responsible for, but not be limited to, the following duties within the Siskiyou County Library system:

- train new literacy coaches;
- support for current coaches;
- screen new students;
- keep accurate records for reporting to the California State Library;
- order literacy-related materials and supplies;
- promote the program throughout the County;
- attend Literacy meeting and conferences outside of the county, as needed
- coordinate and establish family literacy programming, including identifying new partners

The Adult & Family Literacy Coordinator will be reimbursed at a rate of \$2,000 per month (work and mileage inclusive), and pro-rated if partial month worked, for services provided.

For travel outside of the County, the Adult Literacy Coordinator will be reimbursed to a value not to exceed \$500 for meals, mileage and hotels for any conference they attend. For out-of-county travel, they will submit documentation of the conference and original itemized receipts for reimbursement of meals and hotel stays.

Total reimbursement for services and travel reimbursement will not to exceed total cost cited in 4.01

The Adult Literacy Coordinator will submit a monthly invoice to the County Librarian for payment that will details hours worked and miles traveled while performing services as Adult Literacy Coordinator.

Yours sincerely,

Michael Perry

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: DEBRA DAVIS
716 PIONEER ST
YREKA, CA 96097-2352

with loss payable to: SISKIYOU CENTRAL CREDIT UNION PO BOX 1125 YREKA CA
96097-1125

Policy Number: 490 1091-F09-55

Year	Make	Vehicle Identification Number (VIN)
2019	HONDA CRV SPORT WG	5J6RW2H81KA018882

Coverages

Liability 100/300/100	Comprehensive FULL	Collision Ded \$250
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Effective October 27, 2020, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date 10/27/2020,


Authorized Representative



PO Box 2358
Bloomington IL 61702-2358

DECLARATIONS PAGE

PAGE 1 OF 1

NAMED INSURED
AT3 003567 0058 55-9D64-5 A A
DAVIS, DEBRA
716 PIONEER ST
YREKA CA 96097-2352

POLICY NUMBER 658 6430-E16-55
POLICY PERIOD NOV 16 2024 to MAY 16 2025
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1286681512

AGENT
SHEA STASZAK
1201 S MAIN ST STE A
YREKA, CA 96097-3486

PHONE: (530)842-4492

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2019	HONDA	CRV	SPORT WG	5J6RW2H81KA018882	000H1V1L

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$133.50
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$25,000 \$50,000	
	Property Damage Limit	
	Each Accident	
	\$50,000	
D	Comprehensive Coverage - \$500 Deductible	\$85.54
G	Collision Coverage - \$500 Deductible	\$237.39
H	Emergency Road Service Coverage	\$8.41
R1	Car Rental and Travel Expenses Coverage	\$43.66
	Limit - Car Rental Expense	
	Each Day, Each Loss	
	\$50 \$1,200	
U	Uninsured Motor Vehicle Coverage	\$34.66
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$25,000 \$50,000	
U1	Uninsured Motor Vehicle Property Damage Coverage	\$4.43
Total premium for NOV 16 2024 to MAY 16 2025.		\$547.59 This is not a bill.

IMPORTANT MESSAGES

IMPORTANT NOTICE

For your protection California law requires the following to appear with this policy: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Replaced policy number 6194127-55.

New Policy Form

Notice of insurance information collection practices - personal, family, or household insurance transactions:
We may collect customer information from persons other than the individual or individuals applying for coverage. Such customer information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law.