

CONTRACT FOR SPECIAL SERVICES BY SOFTWARE SOLUTIONS TEAM

THIS CONTRACT is entered into this 11th day of August, 2015, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Software Solutions Team an independent contractor (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services and advice in county-wide software training; and

WHEREAS, Contractor warrants that Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Contractor shall provide the services described in Paragraph 1 (Scope of Services.) Services beyond those outlined shall require an amendment of this Contract. Contractor is not authorized to proceed with additional services until written authorization is received from the County. The County and Contractor will develop delivery dates, and a payment schedule according to Paragraph 2.

Software Solutions Team will conduct between 25-30 hands-on, instructor-led classes per year, ranging from beginner to advanced levels, in Microsoft Office applications (Office Transition, Word, Excel, PowerPoint, Outlook, Access, and Project), Adobe Acrobat, and Crystal Reports. MS Office versions will be 2013, unless requested otherwise by the County, in which case the Human Resources Director is authorized to make changes as needed. Details on course delivery and content for these classes are listed in the example scope of services as follows.

a. Microsoft Office

i. Office 2013 Transition

1. **Details:** Classroom style delivery, 6 hour class length, with prerequisite of significant experience using previous versions of MS Office.

2. **Content:** This course covers those features of Microsoft Office 2013 that are new to the Office system, with dedicated units for the new features of each application. Students will learn about changes to Backstage View and the Ribbon, including more general overview of using and customizing the Ribbon for those more familiar with Office versions previous to 2010. They will also learn Office 2013's new online features, including account sign-in, cloud storage, and online services. In Word they will use new tools to navigate and review documents, reply to comments, format a document, align graphics, work with tables, and open PDF files in Word. In Excel they will format data with the Flash Fill and Quick Analysis tools, insert charts and PivotTables using recommendations, and format a chart with the new tool buttons. In PowerPoint they will apply theme variants, match colors with the Eyedropper, create custom shapes, and rehearse a presentation in Presenter view. Finally, in Outlook they will use new interface and message elements, explore the new People View, and compose inline replies.

ii. Word 2013 Introduction

1. **Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
2. **Content:** Word basics: exploring the word window, new documents, document navigation, and selection techniques. Editing documents: working with text, using undo and redo, cut, copy, and paste, find and replace. Formatting characters and paragraphs: Character formatting techniques, paragraph formatting techniques, paragraph spacing and indents, using tabs. Creating and managing tables: creating tables, modifying and enhancing tables. Controlling page layout: Creating headers and footers, working with margins, and working with page breaks. Graphics: Adding graphics, working with graphics, compressing graphics for file optimization. Proofing and printing documents: Checking spelling and grammar, previewing and printing documents, and export to PDF.

iii. Word 2013 Intermediate

1. **Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience, and Word Introduction or equivalent experience.
2. **Content: Styles and Outlines:** Examining formatting, defining and applying styles, modifying and deleting styles, using styles to create an outline, and generating a dynamic table of contents. Working with sections and columns: Creating sections and formatting sections, multiple columns, advanced headers and footers, advanced page numbering, and removing columns and sections. Formatting tables: Enhancing the appearance of a table, using borders and shading with tables, and table styles. Working with excel data: Importing excel data, linking vs. embedding data, and updating data. Illustrations: Using SmartArt, and working with shapes. Managing document revisions: Tracking changes in a document, adding comments and highlighting, and comparing document versions. Templates: Using a template, creating a template, and modifying a template.

iv. Word 2013 Advanced

1. **Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience, and Word Intermediate or equivalent experience.
2. **Content: Mail Merge:** Creating form letters, using different data source files, merging addresses into mailing labels. Long Documents: Table of contents and figures, using endnotes and footnotes, creating an index, working with bookmarks and cross-references. Working with forms: Creating forms, exploring form fields, modifying forms, and protecting forms. Objects and backgrounds: Inserting content from other applications, objects and charts. Automating actions with macros: Using AutoCorrect as a macro, using Building Blocks, recording and running macros, editing macros, and adding macros to Ribbon. Customizing Word: Customizing the Ribbon, and customizing the Quick Access Toolbar.

v. Excel 2013 Introduction

1. **Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
2. **Content:** Excel Basics: Spreadsheet terminology, exploring the Excel window, opening and navigating a workbook, and closing a workbook. Entering and editing data: Creating a new Excel workbook, entering and editing labels and values, entering and editing formulas, and saving and updating a workbook. Modifying a worksheet: Moving and copying data, moving and copying formulas, using absolute and relative references, and inserting and deleting rows/columns. Using functions: Entering functions, using AutoSum, using AVERAGE, MIN, MAX, and COUNT. Formatting worksheets: Formatting text, formatting rows and columns, number formatting, and Conditional formatting. Creating charts: Creating a chart, modifying charts, printing charts. Printing: Preparing to print, page setup options, and printing.

vi. Excel 2013 Intermediate

1. **Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience, and Excel Introduction or equivalent experience.
2. **Content:** Managing workbooks and worksheets: viewing and printing large worksheets, printing large worksheets, using multiple worksheets, linking worksheets using 3-D formulas, using multiple workbooks, and linking workbooks. Advanced formatting: Special number formats, dates, and other advanced formatting. Outlining and subtotals: Outlining and consolidating data, and creating subtotals. Cell and range names: Creating and using names, managing names. List management: Sorting and filtering lists, advanced filtering, and working with tables. Sharing Features: Sharing workbooks. Documenting and auditing: Comments and text boxes, auditing features, and protection. Templates and settings: Change application settings, built-in templates, creating and managing templates.

vii. Excel 2013 Advanced

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience, and Excel Intermediate or equivalent experience.
- 2. Content:** Logical and Math functions: Logical functions (IF), nested Functions (OR, AND, NOT), SUMIF function, ROUND Function, and text functions. Lookups and data tables: Lookup functions (VLOOKUP), and data tables. Advanced data management: Validating cell entries, exploring database functions. Advanced Charting: Chart formatting options, combination charts, and graphical objects. PivotTables and Pivot Charts: Working with PivotTables, rearranging PivotTables, formatting PivotTables using PivotCharts. Exporting and Importing: Exporting data and importing data. Analytical options: Goal Seek and Solver, scenarios, views, reports. Macros: Recording and running a macro, editing VBA code.

viii. PowerPoint 2013 Introduction

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
- 2. Content: PowerPoint basics:** Exploring the PowerPoint environment, closing a presentation and exiting PowerPoint. Building a new presentation: Creating a new presentation, saving a presentation, working in Outline view, rearranging and deleting slides, using slides from another presentation, and templates and themes. Formatting and proofing: Exploring text formatting, moving and copying text, setting tabs and alignment, using the Spelling checker, and examining AutoCorrect. Working with shapes: Creating shapes, formatting shapes, and applying content to shapes. Graphics: Working with WordArt and pictures. Using tables and charts: Working with tables, creating and enhancing a chart, and SmartArt. : Preparing and presenting presentations: Proofing presentations, running a presentation, printing the presentation, and exporting to other formats.

ix. PowerPoint 2013 Advanced

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be PowerPoint Introduction or equivalent experience.
- 2. Content:** Slide masters and transitions: Slide masters, transitions and timings, and custom slide shows. Graphics and media: Modifying graphics, media clips, animation, and photo albums. Customizing slide elements: Working with SmartArt graphics, customizing tables, and working with charts. Action buttons and linking: Adding special effects, adding an action button with sound, linking a slide to another file, and creating a hyperlink to a Web page. Microsoft Office integration: Working with Excel, working with Word, building slides from a Word outline. Finalizing and distributing presentations: Reviewing and finishing, advanced delivery techniques, distributing presentations. Customizing PowerPoint, and application settings.

x. Outlook 2013 Essentials

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
- 2. Content:** Getting Started: An introduction to Outlook, exploring Outlook Today, and using Help. Outlook mail: Reading messages, creating and sending messages, working with messages, handling and previewing attachments, using Address Books, and printing a messages and attachments. Email management: Setting message options, organizing the Inbox, searching for email, managing junk email, and flag for Follow-up. Contacts: Working with contacts, emailing contacts, and using Contact Groups. Managing Tasks: Working with tasks, managing Tasks, recurring Tasks, assigning Tasks to others, and inserting Outlook items into e-mail. Managing appointments and events: Working with appointments, modifying appointments, working with events, sharing calendars and creating Calendar Groups, using Calendar Views. Managing meetings

invitations and responses: Creating meeting requests, managing meeting requests, and handling meeting responses.

xi. Access 2013 Introduction

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience. Some spreadsheet/Excel experience is helpful.
- 2. Content:** Database concepts: Database concepts and terminology, starting with Access, the Access environment, getting help, and closing a database and exiting Access. Databases and tables: Basics for planning a database, exploring tables, and creating tables. Fields and records: Changing the design of a tables, finding and editing records, and organizing records. Data entry rules. Setting field properties, working with input masks, and setting validation rules. Basic queries: Creating and using queries, modifying query results and queries, and calculations in queries. Creating and using forms: Creating forms by using AutoForm, using the Form Wizard, using Design view, and finding, sorting, and filtering records. Creating and using reports: Using the Report Wizard, and modifying and printing reports.

xii. Access 2013 Intermediate

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
- 2. Content:** Creating relational databases: Database normalization, relating tables, and implementing referential integrity. Working with related tables: Using the Lookup Wizard, modifying Lookup fields, and adding data to related tables. Using advanced query features: Joining tables in queries, creating calculated fields, using action queries, summarizing and grouping values, and using parameter queries. Enhancing forms: Adding graphics, adding calculations, adding combo boxes, and adding unbound controls. Using advanced report features: Creating customized headers and footers, adding calculated values, and working with subreports. Creating charts: Creating charts in

forms, creating charts in reports. Appendix A: Database administration, compacting and repairing databases, and backing up and restoring databases.

xiii. Access 2013 Essentials of Table Design

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Access Intermediate or equivalent experience.
- 2. Content:** Introduction to Relational Databases: The Basics of Relational Databases, and planning the Database. Designing Tables: Deciding on Tables and Fields, selecting Primary Key Fields, identifying Table Relationships, more on Keys and Relationships. Data Normalization: Solving Data Problems, higher Normal Forms. Data Integrity: Referential Integrity, field-level Integrity, table-level Integrity, and reviewing and finalizing the database design. Query Basics: Performing Queries, and multiple Table Queries. More on Queries: Other Types of Queries and SQL, and optimizing Query Performance.

xiv. Access 2013 Advanced

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Access Intermediate or equivalent experience.
- 2. Content:** Querying with SQL: SQL and Access, writing SQL statements, and attaching SQL queries to controls. Advanced Queries: Creating crosstab queries, creating parameter queries, using action queries. Macros: Creating, running, and modifying macros, and attaching macros to the events of a database. Advanced Macros: Creating macros to provide user interaction, creating macros that require user input, creating AutoKeys and AutoExec macros, and creating macros for data transfer. Importing, exporting, and linking objects: Importing objects, exporting objects, working with XML, linking Access objects, and using hyperlink fields. Database management: Optimizing resources, protecting databases, and setting options and properties.

xv. **Project 2013: Creating and Managing**

1. Details: This will be classroom style delivery with a 12 hour class duration over two days. Windows Introduction or equivalent experience. Project management knowledge recommended and being familiar with terms such as Gantt chart, PERT Chart, task, critical path, and resources.

2. Content:

- a. DAY 1: CREATING A PROJECT.** Project basics: Project management concepts, exploring the Project window, using Help, working with a project file, and closing a file. Working with tasks: Creating a task list, modifying a task list, creating the Work Breakdown Structure, and customizing WBS codes. Scheduling tasks: Setting up task links, task Relationships, and working with advanced task options. Managing resources, creating a base calendar, working with resources and calendars, working with Project costs. Views and tables: Working with views, and working with tables. Filtering, grouping, and sorting: Working with filters, working with groups, and sorting tasks and resources. Finalizing the task plan: Finalizing the schedule, and resolving resource conflicts
- b. DAY 2: MANAGING A PROJECT.** Templates and importing data: Working with templates, and creating projects from other programs. Managing a project: Setting baselines, updating an active project, and monitoring progress. Analyzing and adjusting the plan: Analyzing the plan, delays and conflicts, and team planner view. Working with reports: Standard reports, and visual reports. Customizing project environment: Creating custom views, creating macros, Gantt chart formatting, and custom fields. Managing multiple projects: Consolidating and sharing projects, and sharing resources across projects. Exchanging project data: Collaboration, hyperlinks, exporting data to other Office applications.

b. Adobe Acrobat XI

i. Adobe Acrobat Forms Essentials

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
- 2. Content:** PDF Form Overview: Types of PDF Forms, form elements, printing and saving PDF forms, "Step 1": Tips for Planning Forms, choosing form elements. Creating new forms: Laying out new form fields, setting form properties/behaviors, set form-filed tabbing order, and creating action buttons. Enable Reader User Rights: Allow Acrobat Reader users to save form data.

ii. Adobe Acrobat Introduction

- 1. Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Windows Introduction or equivalent experience.
- 2. Content:** Accessing information in PDF documents: Acrobat environment, browse a PDF document, navigate to specific content within a PDF document, conduct a simple search, and extract content from a PDF document. Creating PDF documents: Create a PDF document from a Word document, create PDF documents using the Print command, create PDF documents from web pages, create a PDF document using Acrobat, and create PDF documents using email applications. Modifying PDF documents: Manipulate PDF document pages, edit content in a PDF, add headers and footers, and customize page numbering. Adding PDF navigation: Use bookmarks, work with links, and define articles. Working with multiple PDF documents: Organize PDFs into a Collection, control access to multiple PDF documents, search multiple PDF documents. Reviewing a PDF document: Choose a Collaboration Workflow, add review tools to a PDF document, digitally sign a PDF document, markup a PDF document, initiate a meeting with Acrobat Connect, and compile comments from multiple reviewers.

iii. Adobe Acrobat Advanced

1. **Details:** This will be classroom style delivery with a 6 hour class duration. Prerequisites will be Adobe Acrobat Introduction or equivalent experience.
2. **Contents:** High-quality PDFs: PDF generation methods, PDF file attributes, PDF settings, and Geospatial data. Color management: Color management basics, color management workflow, soft proofing colors, and converting colors. Color separation: Color separation setup, separation preview, Ink Manager, trapping, transparency flattening, and printing color separations. Preflight and validation: Print problems, preflight profiles, preflight reports, preflight droplets, and validation and conversion. PDF distribution and management: PDF distribution, form management, create PDF/X and PDF/A Compliant Files.

c. Crystal Reports XI

i. Crystal Reports Introduction

1. **Details:** This will be classroom style delivery with a 12 hour class duration over two days. Prerequisites will be Access Intermediate or equivalent database experience.
2. **Content**
 - a. **DAY 1:** Introduction to Crystal Reports. The Crystal Reports environment, creating, viewing, and saving reports, modifying report layouts, the Help feature. Formatting: Absolute Formatting, and introducing conditional formatting. Sorting and selecting records: Sorting records, and selecting records
 - b. **DAY 2:** Grouping and summarizing. Groups, and summaries. Formulas and Functions: Formulas, modifying formulas, and functions. Experts and wizards: The Database Expert, report wizards, and cross-tab reports. Distributing Reports: Exporting reports, and delivering reports.

ii. Crystal Reports Advanced

1. **Details:** This will be classroom style delivery with a 12 hour class duration over two days. Prerequisites will be Crystal Reports Introduction or equivalent experience.

2. **Contents**

a. **DAY 1:** Selecting data. Using parameter fields, and defining report elements. Advanced formulas and functions: Running totals, variables, advanced functions, and constructs. Charts and maps: Working with charts, creating maps.

b. **DAY 2:** Formatting complex reports. The Section Expert, advanced conditional formatting, and objects. Alerts and subreports: Reports alerts, and Subreports. Data management features: The Business Objects Enterprise Repository, and the Workbench. Advanced data access techniques: ODBC data sources, SQL and the Database Expert.

2. **Compensation.** County shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the total sum not to exceed \$60,000 per year. [Contractor's fee shall be full compensation for all costs and expenses incurred by Contractor in connection with performance of this Contract, including, but not limited to, all services, general overhead, supplies, parking, office supplies, copies, and equipment of Contractor.] The county will compensate the contractor a fixed fee for services performed in the following table:

Cost Categories	Description	Class Size	Cost/Unit
Professional Services:			
Fixed Fee Classes			
Half-day (3 hrs.)	Includes Adobe Acrobat Forms Essential.	Up to 16	\$1,150.00
		Up to 20	\$1,650.00
		Up to 30	\$2,250.00
Full-day (6 hrs.)	Courses include all levels of MS Word, Excel, PowerPoint, Access, Office 365, and all Adobe Acrobat Introduction and Advanced. <u>This includes delivery option of two half-day sessions.</u>	Up to 16	\$1,750.00
		Up to 20	\$2,150.00
		Up to 30	\$3,150.00
Two-day Standard (12 hrs.)	Includes MS Project: Creating and Managing.	Up to 16	\$3600.00
Two-day Premium* (12 hrs.)	Includes Crystal Reports Introduction and Advanced. *SAP Content licensing fee included with courseware.	Up to 16	\$4600.00
Insurance Fee to comply with County General Contractual Conditions	For addition of Professional Liability/Errors and Omissions coverage.	N/A	\$2,500.00

Such services as described in the above table are not a requirement of this Contract, but may be requested by the Learning & Development Center and all fees to be charged by Contractor for such services must be pre-approved by an authorized representative of that department. The County shall pay Contractor within thirty (30) days after the receipt of (and approval by the designated County representative) an itemized statement of services from Contractor required by paragraph 3 herein. For additional services authorized by the County, the Contractor shall be compensated at rates agreed upon by the parties.

- Billing.** Contractor shall submit to the County a statement of services performed during that preceding period, including the type of work performed, number of hours worked on each task, and the billable rates charged for all work completed. Each statement of services shall identify the purchase order number, the RFP number (if applicable), and the title of the project. If, due to either an issue with the charges on the statement of services or the Contractor's failure to perform its obligations under this Contract, the County reasonably disputes any charge(s) on the Contractor's statement of services, the County may withhold the disputed amount, provided that the County delivers a written statement to Contractor within twenty (20) days of the due date of the invoice,

describing in detail the basis of the dispute and the amount being withheld by the County. The payment of an invoice by the County shall not prejudice the County's right to object to or question any invoice or matter in relation thereto. Such payment by the County shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

4. **Term of Contract**. This Contract shall commence on August 11, 2015, for an initial three year term until June 30, 2018, and thereafter the contract may be renewed under the terms for two (1) year periods unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by Tami Douglas-Schatz, Human Resources Director without the need for action, approval or ratification of the Board of Supervisors.

5. **Non-Exclusivity**. This Contract is not intended and shall not be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County or any of its departments from acquiring similar, equal or like goods and/or services from other entities or sources.

6. **Termination of Contract for Convenience of Either Party**. Either party may terminate this contract at any time by giving to the other party 60 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work authorized under this Contract and satisfactorily completed prior to the effective date of said termination as determined by the County.

7. **Termination of Contract for Cause**. If Contractor fails to perform Contractor's duties to the satisfaction of the County, fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, violates any of the material terms or provisions of this Contract, or other good cause, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed by Contractor and accepted by the County prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

8. **Termination for Non-Appropriation.** County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

9. **Non Discrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by County of such violation.

10. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract or transfer any portion of Contractor's obligations or interests under this Contract to a third party without the prior written consent of County. Unless expressly released by the County, the assignment, transfer, delegation, or subcontract of this Contract will not release Contractor from performing any of Contractor's obligations under this Contract. Any attempted assignment, delegation or subcontracting in violation

of this paragraph shall be considered null and void. Contractor is responsible for payments to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

11. **Governing Law and Venue.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract. The parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394, as may be amended from time to time.

12. **Enforceability.** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. **Independent Contractor Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor. Nothing in this Contract is intended and shall not be construed as creating an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor understands and agrees that Contractor's 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.

14. **Warranty of Contractor.** Contractor has been selected to perform the services under this Contract because of Contractor's skills and expertise. Contractor warrants that he/she will perform the work under this Contract, unless the parties have agreed in writing that other persons employed by Contractor may perform the work. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the

laws and regulations of the State of California to provide the special services herein agreed to.
[Contractor has designated Derek Crawford whom, as long as his/her performance continues to be acceptable to the County, shall remain primarily responsible for the work herein.]

15. **Entire Agreement and Modification**. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

16. **Indemnification**. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees from all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County.

17. **Insurance**. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee

leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Human Resources, Learning and Development Center
1055 Monterey St. D-250 San Luis Obispo, CA 93408
Attention: Natalie Walter, Organizational Development Manager

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. **Records.** Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

19. **Accounting.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is

incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller/Treasurer/Tax Collector/Public Administrator's Office, 1055 Monterey Street Room D290, County Government Center, San Luis Obispo, California, 93408. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

20. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

San Luis Obispo County
Human Resources Department, Learning and Development Center
1055 Monterey St. D-250
San Luis Obispo, CA 93408

and to the Contractor:

Software Solutions Team
Derek Crawford
3220 So. Higuera St. # 208
San Luis Obispo, CA 93401

21. **Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

22. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this

Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

23. **Time is of the Essence.** Time is of the essence in the delivery of the services by Contractor under this Contract. County reserves the right to refuse any of Contractor's services if they do not conform to the prescribed scope of work. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

24. **Severability.** Contractor agrees that if any provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.

25. **Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

26. **Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

27. **Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

