

**MENDOCINO COUNTY  
AIR QUALITY MANAGEMENT DISTRICT  
SERVICES AGREEMENT WITH  
ADVANCED DATABASE DESIGNS, LLC**

COS AGREEMENT # 17-091

This Agreement, dated August 15, 2017, is made by and between, the Mendocino County Air Quality Management District, hereinafter referred to as the "District", and Advanced Database Designs, LLC, hereinafter referred to as the "Contractor".

**WITNESSETH**

**WHEREAS**, pursuant to Health and Safety Code, Section 40701(f), the District may retain independent contractors to perform special services to or for the District; and

**WHEREAS**, District and Contractor have been working together since 2009 to upgrade the District's database for management of the District's programs; and

**WHEREAS**, the District has determined that there is an ongoing need for further enhancements to the District's database; and

**WHEREAS**, the District has sufficient funding to cover cost of the contract, and

**WHEREAS**, the District desires to obtain on-site and off-site professional consulting services for support services of the District's database ("Services"); and

**WHEREAS**, the Contractor is professionally qualified to provide such Services and is willing to provide same to the District; and

**NOW, THEREFORE** it is agreed that the District does hereby retain the Contractor to provide the services described in Exhibit "A", and the Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the terms and conditions set forth in Exhibit "A" attached hereto, all of which are incorporated into this Agreement by this reference:

Exhibit A      Scope of Services and Payment Terms

Exhibit B      Insurance Requirements

The term of this Agreement shall be from the date set forth above until it is terminated by either party, but in no event shall this contract continue beyond December 31, 2018, unless it is expressly extended in writing by both parties.

The specific scope of work and associated compensation payable to the Contractor hereunder shall be as provided in Exhibit "A" attached hereto, and by any future amendments to Exhibit "A" which are approved and signed by representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MENDOCINO COUNTY  
AIR QUALITY MANAGEMENT DISTRICT:**

Barbara A. Moed 7/14/17  
Barbara A. Moed Date  
Air Pollution Control Officer

Budgeted: ☒ Yes ☐ No

Budget Unit: 0327

Line Item: 86-2189 - Contracts

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**COUNTY OF MENDOCINO**

By: John M. McCowen  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS **AUG 16 2017**

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy **AUG 16 2017**

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy **AUG 16 2017**

**INSURANCE REVIEW:  
RISK MANAGER**

By: [Signature]  
ALAN D. FLORA, Risk Manager

**EXECUTIVE OFFICE REVIEW:**

**APPROVAL RECOMMENDED**

By: Carmel J. Angelo  
CARMEL J. ANGELO, Chief Executive Officer

**ADVANCED-DATABASE DESIGNS, LLC**

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Steven M. Sweeney

2928 Sombrero Circle

San Ramon, CA 94583

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: [Signature]  
Deputy

**FISCAL REVIEW:**

By: [Signature]  
Deputy CEO/Fiscal

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors** **Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

**1. INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that the Contractor is an Independent Contractor. The Contractor is not the agent or employee of the District in any capacity whatsoever and the District shall not be liable for any acts or omissions by the Contractor nor for any obligations or liabilities incurred by the Contractor.

The Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

The Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold the District harmless from any and all liability which the District may incur because of the Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, the Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of the District.

The Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of the District is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the District or the County agency concerned.

Notwithstanding the foregoing, if the District determines that pursuant to state and federal law the Contractor is an employee for purposes of income tax withholding, the District may upon two weeks' notice to the Contractor, withhold from payments to the Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

**2. INDEMNIFICATION:** the Contractor shall indemnify, defend, and hold harmless the District and the County, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Contractor's performance or its obligations under this Agreement, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of its obligations under this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of District or the County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND:** The Contractor shall at all times during the term of the Agreement with the District maintain in force those insurance policies and bonds as designated in Attachment B, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** The Contractor shall provide Workers' Compensation insurance, as applicable, at the Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from the District any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, the Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. The Contractor shall indemnify and hold the District harmless from any and all liability, fines, penalties and consequences from any of the Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with the Contractor's performance of this Agreement, the Contractor shall immediately notify Mendocino County Risk Manager's Office by telephone. The Contractor shall promptly submit to the District a written report, in such form as may be required by the District of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of the Contractor's sub-contractor, if any; (3) name and address of the Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of the District's equipment, tools, material, or staff were involved.
  - c. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to the Contractor as provided in Exhibit A hereto.
7. **TRAVEL EXPENSES:** The Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

## **9. OWNERSHIP OF WORK PRODUCT AND DOCUMENTS AND MATERIALS:**

The Contractor shall retain all right, title and interest, including copyright, intellectual property rights, and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the District, the Contractor, the Contractor's subcontractors or third parties at the request of the Contractor (collectively, "Documents and Materials"), including without limitation the database program created under the terms of this Agreement and the source code and object code that comprise the program (such program and code hereinafter referred to collectively as "the database program").

Without limiting the foregoing, the Contractor's retained rights shall include all rights to sell, copy, import/export, distribute, create derivative works of, display, perform, modify and otherwise exploit in any matter or medium the database program. The Contractor does not assign to the District any ownership rights in any of the foregoing.

**10. CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

**11. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL World Wide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To the District:	Mendocino County Air Quality Management District 306 East Gobbi Street Ukiah, CA 95482
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To the Contractor:	Advanced Database Designs, LLC 2928 Sombrero Circle San Ramon, CA 94583 Attn: Steven M. Sweeney
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Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

**12. USE OF COUNTY PROPERTY:** The Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

**13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** The Contractor certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.

- a. The Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. The Contractor shall, if requested to so do by the District, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
- c. If requested to do so by the District, the Contractor shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- e. The Contractor shall include the provisions set forth in paragraphs (a) through (e) (above) in each of its subcontracts.

**14. DRUG-FREE WORKPLACE:** The Contractor and the Contractor's employees shall comply with the District's policy of maintaining a drug-free workplace. Neither the Contractor nor the Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County or District facility or work site. If the Contractor or any employee of the Contractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**15. ENERGY CONSERVATION:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code)

**16. COMPLIANCE WITH LICENSING REQUIREMENTS:** The Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the District and the County of Mendocino Executive Office.

**17. AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the District, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the District, and shall furnish to the District, its authorized agents, officers or employees such other evidence or information as the District may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by the Contractor within the County of Mendocino, California, the Contractor shall, upon request of the District, make such books and records available to the District for inspection at a location within the County or the Contractor shall pay to the District the reasonable, and necessary costs incurred by the District in inspecting the Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. The Contractor shall provide such assistance as may be reasonably required in the course of such inspection.

The District further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the District, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the District makes the final or last payment or within four (4) years after any pending issues between the District and the Contractor with respect to this Agreement are closed, whichever is later.

**18. DOCUMENTS AND MATERIALS:** The Contractor shall maintain and make available to the District for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. The Contractor's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by the District), and the Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the District's last payment to the Contractor under this Agreement.

**19. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**20. TERMINATION:** The District has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the District should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit A hereto, provided that the maximum amount payable to the Contractor for its services shall not exceed \$55,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

**21. NON APPROPRIATION:** If the District should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, the District may unilaterally terminate this Agreement only upon thirty (30) days written notice to the Contractor. Upon termination, the District shall remit payment for all products and services delivered to the District and all expenses incurred by the Contractor prior to the Contractor's receipt of the termination notice.

**22. CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

**23. VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

**24. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**25. ADVERTISING OR PUBLICITY:** The Contractor shall not use the name of District, County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of District in each instance. (Refer to Item 37, District's Consent to Reference as Client)

**26. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the District and the Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

**27. HEADINGS:** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**28. MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

**29. ASSURANCE OF PERFORMANCE:** If at any time the District has good objective cause to believe the Contractor may not be adequately performing its obligations under this Agreement or that the Contractor may fail to complete the Services as required by this Agreement, the District may request from the Contractor prompt written assurances of performance and a written plan acceptable to the District, to correct the observed deficiencies in the Contractor's performance.



The Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of the District's request and shall thereafter diligently commence and fully perform such written plan. The Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

**30. SUBCONTRACTING/ASSIGNMENT:** The Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the District's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. The Contractor shall use the subcontractors identified in Exhibit A, if applicable, and shall not substitute subcontractors without the District's prior written approval.
- c. The Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between the Contractor and its subcontractors.

**31. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.

**32. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**33. PATENT AND COPYRIGHT INDEMNITY:** The Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to District under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless District of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

(i) any modification to the Contractor Products made by the District without the Contractor's prior written consent specifically relating to such modification and which caused the alleged infringement, or

(ii) the District's failure to incorporate free updates or upgrades from the Contractor that would have avoided the alleged infringement.

- a. The District will: (1) notify the Contractor promptly of such claim, suit or assertion; (2) permit the Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable the Contractor to do so. The Contractor shall not agree without the District's prior written consent, to any settlement, which would require the District to pay money or perform some affirmative act in order to continue using the Contractor Products.

b. If the Contractor is obligated to defend the District pursuant to this Section 33 and fails to do so after reasonable notice from the District, the District may defend itself and/or settle such proceeding, and the Contractor shall pay to the District any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with the District's defense and/or settlement of such proceeding.

c. In the case of any such claim of infringement, the Contractor shall either, at its option, (1) procure for the District the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

d. Notwithstanding this Section 33, the District retains the right and ability to defend itself, at its own expense, against any claims that the Contractor Products infringe any patent, copyright, or other intellectual property right.

e. **Limitation of Liability.** The Contractor's liability arising out of or related to this Agreement, including without limitation liability under the indemnity set forth in this Paragraph 33, will not exceed the amount of the Professional Services Fee paid to the Contractor by the District under this Agreement."

**34. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**35. PERPETUAL LICENSE FOR DISTRICT:**

Effective upon the Contractor's receipt of the Professional Services Fee due under this Agreement, the Contractor grants to the District a perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive license to use and modify the database program, without consultation with the Contractor, which license shall not be assignable or otherwise transferable, and shall not include the right to grant sublicenses.

**36. DISTRICT'S DISCLAIMER OF SUPPORT AND SALES LIABILITY:**

The District shall not be responsible for the Contractor's sales of the database program to any other parties nor shall the District be responsible for the support of any sales of the database program.

**37. DISTRICT'S CONSENT TO REFERENCE AS CLIENT:**

The District approves the Contractor referencing the District as its client, for purposes of the database program project contemplated by this Agreement, in any marketing materials, presentations or other publicity prepared or conducted by the Contractor.

**38. SUCCESSORS TO THIS AGREEMENT:**

The agreements stated in this Agreement shall apply to any and all successors and permitted assigns of the parties to this Agreement.

## EXHIBIT A

### SCOPE OF WORK AND PAYMENT TERMS

The Contractor shall provide the following services:

- (a) Add a new field to the Facilities table that allows the staff to FLAG a facility to warn the burn permit issuer to NOT issue a BP for this facility.
- (b) Add a new field to the Facilities table that allows the staff to enter deadlines, restrictions, prohibitions, etc. to alert other staff to important information for the facility.
- (c) Provide the ability to flag a FacilityAction and show it in color on the Facilities screen. Provide a scroll bar within a "Frame" so the person can peruse the info easily. Provide a LINK to the original item should the person want to drill in and see the full source screen.
- (d) Add additional fields from the Facilities page onto the "Enter New Burn Permit" page.
- (e) Add the Date of the Receipt on the Receipt page.
- (f) Add a 'Return to Equipment' button to Components.
- (g) Modify the Inspection and Source Tests for visual consistency.
- (h) Provide a link to any Permits or Facility Action records where the Permit or FacilityAction Amount Due is not zero. Put this in a Frame on the Facilities page.
- (i) Create a PickList and FacilityActionDetails table to allow any FA item to have multiple child records which more clearly define the FA record itself. i.e.: a violation may have a set of 30 options to "Pick" – the number of options you choose will be stored in the FacilityActionDetails table. Create Add/Edit/Delete forms for the PickList table, and augment each of the FA screens with the child FacilityActionDetails information, allowing Add/Edit/Delete of those records.
- (j) Provide the ability for FacID 0 (District) to add Contacts. Allow the District to identify the Contact with a Contact Type. When entering a FacilityAction record provide a drop down of FacID 0 Contact Types, and Contacts to be associated with that record. Allow Receipt to be paid by FacID 0 Contacts.
- (k) Create Violation Notice Report and form letters. Add approximately 18 fields to the FacilityAction table to match the fields in the Notice of Violation form. Modify the Add/Edit/Delete forms to accommodate these fields. Create the Notice of Violation Report to show these fields.
- (l) Allow for two (2) hours for research and resolve if possible the issue of embedded control codes, word codes, and quotes in the comments fields in -- Facility Action records – (Inspections, Investigations, Complaints, etc.).
- (m) Add the option to choose one of two report options to print for complaint reports.
- (n) Provide a comprehensive report of A/R owed from all sources.
- (o) Create Pro-Rated Permit Renewal Invoice and Agricultural Registration Invoice.

## EXHIBIT A

### SCOPE OF WORK AND PAYMENT TERMS

Page 2

- (p) Modify the Inspection Report to show both Inspections and Source Tests for each Facility. In other words, show the Last and Next Source Test dates alongside the Last and Next Inspection dates.
- (q) Minor change Orders – Review Grants and Emissions Inventory processes.
- (r) Review DBA Groups, Rights and User Assignments.
- (s) Test and validate existing data.

Total cost for the above deliverables - \$55,000.00.

The District agrees to pay the Contractor \$30,000 from Contractor's first invoice and in increments of \$10,000 thereafter in accordance with the schedule of deliverables. The Contractor shall meet with District staff to review the status of each item in the Scope of Work prior to submitting each invoice. Final upload of all items outlined in the Scope of Work shall occur prior to final payment.

Payment - \$30,000	Deliverables – Items a through h
Payment - \$10,000	Deliverables – Item i through j
Payment - \$10,000	Deliverables – Item k through p
Payment - \$5,000	Deliverables – Items q through s (payable by invoice not later than fifteen (15) business days after completion of the services described above)

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve the Contractor/Consultant for liability in excess of such coverage, nor shall it preclude the District from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

The Contractor agrees to indemnify and hold harmless the District, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by the Contractor.

The Contractor affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and the Contractor further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. The Contractor shall furnish to the District certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and the Contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall furnish to the District certificates of insurance with Automobile Liability / General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.