

First 5 Butte County Children and Families Commission Contract

This Contract is between the First 5 Butte County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as "Commission", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."



Contract Title: Technology Solutions			
The Term of This Contract begins on July 1, 2022 and ends on June 30, 2023			
Department	7950	FOB Point	
Terms	Net 30	Not-to-Exceed Price:	\$ 27,000
Contractor Contact Information		Commission Contact Information	
Contractor	Matson & Isom Technology Consulting	First 5 Butte	County Children & Families Commission
Address	3259 Esplanade, Suite 101	Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP	Chico, CA 95926	City, State & Zip	Oroville, CA 95965
Project Manager	Greg Delorey	Project Manager	Kimberly Brooke
Telephone	530.891.9145	Telephone	530.552.3981
Email	gdelorey@mitcs.com	Email	kbroke@buttecounty.net

WHEREAS, Commission desires to have work described in Attachment III -- Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in the order indicated: 1) Attachment I – Terms and Conditions; 2) Attachment II – Insurance Requirements for Most Contracts; 3) Attachment III -- Scope of Work; 4) Attachment IV – Budget; 5) Attachment V, Commission Contract Requirements

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Anna Bauer

 Typed or Printed Name

 Signature

 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

First 5 Butte Children & Families Commission

Sean Isom for Matson & Isom

Dr. Shaun-Adrián Choflá, Chair _____
 Date

Sean Isom, Chief Financial Officer _____
 Date

REVIEWED FOR CONTRACT COMPLIANCE
 Contracts Division, GSD

REVIEWED AS TO FORM
 BRUCE S. ALPERT, Butte County Counsel

 By Date

 By Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **Commission Project Manager.** The Commission project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of Commission. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The COMMISSION retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COMMISSION by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COMMISSION. The parties agree that the COMMISSION will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the Commission or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to Commission for any loss of or damage to Commission property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** Commission has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional

**ATTACHMENT I
TERMS AND CONDITIONS**

practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by Commission shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Commission Chair.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of Commission and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. Commission will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS 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, including products and completed operations, property damage, bodily injury and personal & 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) **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 and disease. *(Not required if Contractor provides written verification they have no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Commission requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Commission, its officers, officials, employees and volunteers are to be covered as additional insureds 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Commission, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Commission.

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INSURANCE REQUIREMENTS FOR MOST CONTRACTS
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C. WAIVER OF SUBROGATION: Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission 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 Commission has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Commission for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Commission. The Commission may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Commission.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Commission with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Commission certificates of insurance and endorsements **before** beginning work under this contract.

ATTACHMENT III SCOPE OF WORK

Introduction

The First 5 Butte County Children and Families Commission (Commission) has selected the CONTRACTOR to provide technology solution strategies, recommendations and training to Commission staff about template development, document management, hardware and software utilization, outreach and media tools, and to provide technology consultation and services. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **Sustainability and Systems Change**.

Scope of Work

1. CONTRACTOR shall provide monthly Clear IT services to Commission staff, including technical assistance and training, per Exhibit A, attached hereto and incorporated herein.

Deliverable: Monthly strategy meetings, deployment of identified trainings and/or materials.

2. CONTRACTOR shall provide consultation and services to the Commission staff to include, but not limited to, the following: Graphic design, website development and management, document and template development, hardware and software training, marketing and outreach training and services.

All work requires pre-approval from Commission staff. Commission staff shall provide written approval of hourly rates and scope prior to project execution.

Commission Responsibilities

- 1) Commission staff shall participate in requested interviews and meetings and provide contractor with all requested information.
- 2) Commission staff will allocate adequate work time and effort to ensure the goals of the project are met.
- 3) Commission staff will process approved invoices and submit to Butte County Auditor within 14 business days of receipt.

**ATTACHMENT IV
BUDGET**

CONTRACTOR shall submit fully delineated invoices to Commission

Line Item	Hours/ Units	Rate or Fixed Cost	Sub- total	Total
CLEAR IT	12 months	\$599		\$7,188
Training and Consultation Billed Hourly	Hourly rate to be Negotiated by project, not to exceed annual total of \$19,812.	\$19,812		\$19,812
TOTAL NOT TO EXCEED PROJECT COST		\$27,000		\$27,000

Budget Contingency Clause

It is mutually agreed that if Children and Families Act revenues for the current year, and/or any subsequent years covered under this Agreement, do not result in the appropriation of sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to CONTRACTOR, or to furnish any other considerations under this Agreement, and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.

If funding for any Fiscal Year is reduced or deleted due to changes in voter approved revenues, statutes, or voter initiatives for the purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by statutes, voter initiatives, or regulations which may affect the provisions or terms of funding of this Agreement in any manner.

ATTACHMENT V
COMMISSION CONTRACT REQUIREMENTS FOR PROFESSIONAL SERVICES

1. Contractors shall invoice monthly or quarterly, due 30 days after the end of the term. Contractors shall submit supporting documentation with invoices, including but not limited to financial reports, receipts for material purchases, rental equipment, subcontractor work and employee travel. Final fiscal year invoices are due July 15th.
2. Grantees with contracts nearing completion must submit final invoices within 45 days of the contract end date. Final payments and reconciliations shall be completed within 60 days of completion of the contract term.
3. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. (Records should be sufficient to permit the tracing of funds to a level of expenditure adequate to insure funds have not been spent inappropriately or unlawfully.) Contractors are required to maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract.

Exhibit A ClearIT Services

Assessment & Onboarding Services

Partner Program Assessment

- Conduct marketing assessment & initial strategic planning session.
- Document website performance baseline.
- Perform website security vulnerability assessment & analysis.
- Conduct web software Inventory & health assessment.
- Document domain name registrar and web host access.
- Perform vendor support documentation & assessment.
- Conduct Business Continuity (Backup System) Assessment & Analysis.

Onboarding (pending Partner Program Assessment approval)

- Document access to existing website(s) & backup schedule.
- Migrate domain name(s) to ClearIT™ Managed Web domain registrar & DNS host.
- Setup site uptime monitoring & reporting.
- Setup Google Analytics tracking.
- Schedule ongoing proactive service.

Ongoing Scope of Services

Strategic Planning & Training Consultation

- Dedicated Account Team
 - Partner Account Manager & Lead Consultant
- **Periodic Strategic Planning & Campaign Management**
 - Service Review
 - Strategic Project & Campaign Planning
 - Fundraising & Marketing Business Alignment
 - Routine Accessibility Compliance Monitoring
- Periodic Partner Event Invitations
 - Executive IT Roundtable Series
 - ClearIT Managed Web Partner Workshop Series
 - Customer Appreciation Parties & Events

Proactive Service

- Content Updates & Support
 - Coordinate with primary/designated client contact.
 - Perform ongoing website content updates (major updates subject to out-of-scope project work.)
- **Security Management**
 - Perform Security Patch Management for supported Platforms (CraftCMS, Drupal, Wordpress.)
 - Manage & Renew base website SSL Certificate (excludes specialized SSL certificates.)
- Website Hosting Infrastructure
 - Perform & monitor daily backups of website(s) designated in this agreement.

- **Monitoring & Tracking**

- Monitor site uptime & alert for outages.
- Manage website analytics tracking and configure reports using Google Analytics.

Supporting Technologies

- Website Hosting, Domain Name Management
 - Website hosting
 - Domain name renewal (annual)
 - Domain name Registrar management & DNS hosting

Services Not Included (Billed Separately)

All services not included in the scope of this agreement will be billed separately at our regular hourly rates plus expenses. The following services are explicitly excluded from the scope of this agreement, and will incur additional charges:

- Security Incident Support
 - Response/Remediation to a Denial of Service (DoS) or similar targeted website attack.
- Projects
 - Examples: Website Migration, Website Redesign, Website Refresh, Graphic/Logo Design services, significant content updates (e.g. entirely new section), Marketing Campaign Execution, Server Software Upgrades & Compatibility (e.g. PHP version upgrades)

Partner Team

Strategic planning will be managed by your dedicated Partner Account Manager (Russell Moeai) with assistance from your Lead Consultant (Greg Delorey). Our Partner Team will monitor your web infrastructure and be available for support during business hours.

Timing

Contractor is required to provide adequate resources for this agreement including: web software supported by vendors with active warranty/support agreements; responsive primary contact (phone and/or email); timely review of recommended out-of-scope project work for any major website refreshes/redesigns/campaigns, as needed.

The liability of Contractor for damages with respect to the services provided shall in no event exceed the charges previously paid for these services.