

**COUNTY OF MARIN**  
**STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this day August 7, 2007 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **MARIN IT**, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: To provide network wireless service to the MIDAS/marin.org community; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$120,000** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **August 7, 2007**, and shall terminate on **August 31, 2008**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

### **6.1 GENERAL LIABILITY**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

### **6.2 AUTO LIABILITY**

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

### **6.3 WORKERS' COMPENSATION**

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

### **6.4 PROFESSIONAL LIABILITY INSURANCE**

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled 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 twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

## **7. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

## **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

## **9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

## **10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

**12. TITLE:**

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**15. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**16. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**17. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**18. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

**19. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20.

NOTICES below.

20. **NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Gordon Haberfelde

Contract Manager:

Dept./Location: Information Services

371 Bel Marin Keys Blvd. Suite 100  
Novato, CA 94949

Telephone No.: 415.499.7214

Notices shall be given to Contractor at the following address:

Contractor: David Cooper

Address: 4302 Redwood Highway

San Rafael, CA 94903

Telephone No.: 415.259.5742

20. **ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	<i>DC</i>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	<i>DC</i>
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY  
COUNTY OF MARIN:

By: \_\_\_\_\_  
BOARD PRESIDENT

CONTRACTOR:

By: DAVID COOPER  
Name: DAVID COOPER  
Telephone No.: 415-328-3415

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COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)  
REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: Jennifer M.W. Vuilleumet

Date: 07/26/07

## **Exhibit A**

### **Scope of Services**

#### **I. INTRODUCTION**

This marin.org/MIDAS reconfiguration project ("Project") involves the elimination of the existing ATM network serving governments, libraries and not for profit customers and the implementation of a completely new Ethernet based transport. This Project is to be carried out with the least possible interruption of service to marin.org/MIDAS customers. The Project is expected to be concluded no later than January 31, 2008.

Contractor shall work and coordinate with all participating entities involved to ascertain business requirements, set goals, and collaborate on all aspects of the reconfiguration project. Contractor's role is to take the lead in design or design suggestions working with a marin.org/MIDAS customer side team consisting of personnel from customer staff, for example, County of Marin IST, Marinfo LLC, San Rafael IT staff, Tiburon IT staff, Sausalito IT staff and selected project equipment and transport vendors.

During and after the project is complete the Contractor will provide network maintenance and management services. (For example, but not limited to: monitoring configurations and network use, modifying and implementing firewall context policies for customers using marin.org/MIDAS firewall services, including VPN and SSL access, managing deployment of managed wireless for customers, maintaining servers used for web, dns, mail, multimedia hosting.)

#### **II. NETWORK DESIGN**

Contractor shall:

- Lead and assist in the design of COMCAST/U-VERSE MTA fiber connections from the INET to head ends.
- Identify and design for the ability to support new network based applications such as WEB (SSL) based secure access, VPN, voice over IP, wireless management, firewall management, video.
- Assist in the specification of network devices and connections to be used in the support of future services which include voice, wireless, offsite backup, and redundant Internet connections and assist in specification and selection of new equipment.
- Define and identify equipment, software and personnel resources necessary to meet current network maintenance and support needs capable of accommodating growth associated with increased demand and new applications.
- Design of centralized customer group and network management group authentication services including integration of RADIUS, LDAP and AD.
- Manage DNS name space namespace infrastructure, to include planning of integration of strategy with local government networks to deliver uniform name resolution for all entities operating over the marin.org/MIDAS private network.
- Design network security structure, firewall/traffic policies, firewall context (individual customer sub-set firewalls), new remote access system for customer use (VPN) and network equipment authentication.

#### **III. DOCUMENTATION**

Contractor shall:

- Customer remote site equipment configuration.

- Core network backup policies (routers, switches, servers).
- Management system passwords / access codes

#### **IV. INSTALLATION/MAINTENANCE AND MANAGEMENT**

##### **A. CORE DATA CENTER SERVICES**

Contractor shall: build, test and manage all services necessary to implement and deliver reconfigured network services to marin.org/MIDAS customers. Services include:

- Installation of new core equipment including switches, routers, VPN concentrators, security equipment, and wireless controllers.
- Configuring communications between ATM and new network.
- Maintaining and managing core equipment supporting network and server services.
- Implementing and managing network core services authentication services.
- Installing, configuring and integrating of public and private name, video, management and hosted services servers.
- Installing, configuring and integrating network QOS/SLA monitoring system.
- Documenting core system infrastructure network customer side configurations.

##### **B. REMOTE SITE (CUSTOMER) SUPPORT SERVICES**

Contractor shall implement connections to customers' sites and integrate Quality Assurance/Testing Phase procedures in the course of the initial connection. Services include:

- 'Build' standard configuration for all remote sites.
- 'Test' standard configuration, verify QOS functionality.
- Verify remote site circuits are configured correctly and correct bandwidth is being delivered to customer premises.
- Work with customers on their implementation of necessary changes in their local area networks that enhance their use of the wide area network.
- Configure and install all remote site equipment.
- Coordinate remote site equipment configuration with AT&T and customer IT staff where applicable.
- Coordinate of remote site equipment installation with AT&T.
- Support miscellaneous wide area network related customer issues.

##### **C. MARIN.ORG SERVERS**

- Contractor shall manage 19 machines, running mail, web, MSSQL, Cold Fusion MX, ftp, statistical reporting, VPN management, streaming media, network support services, and domain name services. Monitor service operations, upgrade services, backup data, and implement o/s patches.
- Plan for and implement additional services as required to support enterprise applications. Relocate services among servers so customers benefit with minimal adverse impact.
- Assess abilities of existing servers/configurations to accommodate new services such as streaming media, Citrix service, spam screening. As part of the assessment process project the service

demands on network capacity, Internet connections and the private/public network interface implications (firewall/VPN/SSL issues).

## **V. NETWORK CUSTOMER SERVICE AND SUPPORT**

Contractor shall be available to participate and contribute to all wide area network architecture projects, network shared application project design and implementations, and support of customer local area networks. Should the parties decide to enter into a separate contract for these services, Contractor shall be entitled to additional compensation based on scope as agreed with [marin.org/MIDAS](http://marin.org/MIDAS) for shared application customer local area network services.

## **VI. MARIN.ORG CUSTOMER NETWORK SUPPORT SERVICES**

### **A. General Services**

Contractor shall be responsible for providing day-to-day wide area network service to customers. Day to day service support includes:

- Monitoring and responding to wide area network outages and other network related anomalies for all customers other than the County of Marin.
- Core and remote site wan switch/router configuration modifications and backup.
- Maintenance and modification of firewall policies as requested by customers with contexts on the core switch.
- Maintenance of network based user authentication – Remote access, wireless, shared applications, mail, anti-virus software, spam filtering, etc. when using [marin.org](http://marin.org) network resources.
- Review of key performance measurement logs.
- Maintenance of software on [marin.org](http://marin.org) wide area server equipment.
- Monitor hardware / equipment health on [marin.org](http://marin.org) wide area equipment.
- Manage network help-desk operations
- Management of wireless connections to [marin.org/MIDAS](http://marin.org/MIDAS) network.

In the event it is determined that a problem requires additional services from those described above, time on site will be billable to customer at the following hourly rates:

Monday through Friday 8:00 A.M. to 5:00 P.M.:

- \$100-110

After hours, Saturday Sunday and holidays:

- \$150 -- 165

## EXHIBIT B

### Fees and Payment Schedule

SERVICE TITLE	Annual Charge
NETWORK DESIGN – DOCUMENTATION	15,000
CORE DATA CENTER/REMOTE SITE SUPPORT SERVICES/MARIN.ORG SERVERS	50,000
CUSTOMER NETWORK SUPPORT SERVICES	55,000
Total	<u>\$120,000</u>

Twelve monthly in arrears payments of \$10,000.

County shall remit payment within 30 days of invoice.