

**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 if authorized and specified 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. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager**. The COUNTY 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 COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership**. All work product produced as a result of the services under this agreement will be owned by The COUNTY including any confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, given to the CONTRACTOR by the COUNTY. The COUNTY acknowledges that CONTRACTOR’s methodology, templates, research data, and tools (“the CONTRACTOR Intellectual Property”) will remain the property of CONTRACTOR, including if such CONTRACTOR Intellectual Property is contained within a work product. Where such occurs, CONTRACTOR provides the COUNTY a license to use CONTRACTOR’s Intellectual Property.
6. **Confidentiality**. The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

- d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination**. This Contract may be terminated by either the COUNTY 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.
8. **Indemnification**. CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, 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 COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. 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 COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability**. It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability**. CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **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 coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
12. **Changes to the Contract**. Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by 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 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 COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.
15. **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 Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte 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.
16. **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 Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte 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 Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **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 Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall

be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **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.
21. **No Delegation Or Assignment.** Provider 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 COUNTY 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 CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
 - a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
 - b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
3 County Center Drive
Oroville, CA 95966
 - c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.
27. **Role.** • The COUNTY recognizes that CONTRACTOR'S role is to provide information, analysis and advisory services. As such, CONTRACTOR bears no responsibility for the performance of the software, hardware, or implementation service suppliers and the COUNTY is responsible for all decision making throughout the project.

EXHIBIT "A"

Acknowledgement of OTHER COUNTY Contracts

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

None.

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

***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. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County 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 County.

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

- 1)** The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction 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, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractors 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 County.

C. 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County 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 County. The County 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 County.

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 County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County 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 County 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: 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.

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 County certificates of insurance and endorsements **before** beginning work under this contract.

I. 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.
- 4) A copy of the claims reporting requirements must be submitted to the County for review.

**ATTACHMENT VI
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

The Government Finance Officers Association (Contractor), founded in 1906, represents public finance officials throughout the United States and Canada. The association's more than 20,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions.

ATTACHMENT III Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At 6 months prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

Contractor shall assist the County in the selection and implementation of an Enterprise Resource Planning (ERP) system/application, hereinafter referred to as "the project.

Duties and obligations of the CONTRACTOR:

Task 1: Project Planning and Management

Governance Support – Contractor shall lead the County with the development of a governance structure for the project. Contractor shall lead the development of a project charter, communication plans, decision making matrix, and other planning documents.

This shall include identifying the model for a steering committee, project team, and any business process improvement functions. Contractor shall utilize recent research to help inform the governance structure and change management function for this project.

Project Team - Contractor shall provide resources to assist in identifying process investigation teams (PIT Crews). Contractor shall help initiate teams and begin planning for overall involvement throughout the County's project. Contractor shall actively participate on the PIT Crews and facilitate process discussions.

Project Plan – Contractor shall prepare a project plan in Microsoft Project. This document shall identify all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.

Project Documentation - Contractor shall host a website with collaboration tools specifically for this project. Contractor shall provide training on how it can be used for sharing documents and information across the larger project team.

Project Management – Contractor shall lead in regular project management meetings and provide a regular status report for the project at a cadence to be determined based on project need. Contractor’s project manager shall serve as a coach, guide, and advisor throughout the project. Contractor shall maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. Contractor shall prepare any communications, attend County Board of Supervisor meetings, or help deliver key messages to County stakeholders.

Project Deliverables

1. Project Management Documents
 - a. Project Charter
 - b. Project Goals
 - c. Project Plan
 - d. Staffing Readiness
 - e. Collaboration Website (Basecamp)
 - f. Status Report Template
 - g. Ongoing Readiness and Project Support Recommendations

Task 2: Needs Assessment / Process Analysis

Contractor shall take a lead role in identifying business process change prior to and along with preparing a needs assessment and the development of an action plan for moving forward. Contractor shall interview County staff from departments to prepare options, recommendations and strategies for moving forward. Contractor shall also work with County staff to improve business process and overall policies. As lead, Contractor shall facilitate most meetings and manage project documentation.

Contractor shall facilitate business process mapping sessions to document the County’s business process requirements. Contractor’s mapping process is a highly collaborative one and shall involve participation of a wide variety of stakeholders, including the PIT crews established in Task 1. Contractor shall take the information from these sessions and develop maps on existing processes.

The following processes are in scope for this project.

Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none"> • Chart of Accounts • Funds Management • General Ledger Transactions • Grant / Project Tracking • Financial Reporting

Process List	
Budget	<ul style="list-style-type: none"> • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments • Personnel Budgeting • Operating Budget
Procure – Pay	<ul style="list-style-type: none"> • Vendors • Purchase Requisitions <ul style="list-style-type: none"> ○ RFP / RFI / RFQ • Purchase Orders / Contracts • P-cards • Change Order • Receiving <ul style="list-style-type: none"> ○ Inventory / Warehouse • Accounts Payable • Travel • Other Agency Payables • CIV State Welfare Processing • Check writing (including Epayment)
Customer Billing	<ul style="list-style-type: none"> • Customer File • Online Bill Pay • Billing • Accounts Receivable/Collections • Reports
Treasury	<ul style="list-style-type: none"> • Cash Receipts <ul style="list-style-type: none"> ○ Online payments • Disbursements • Interest Allocation • Bank Reconciliation • Positive Pay (needed for any department issuing checks) • Warrant clearing for outside agencies (not system-generated checks) • Treasury Management • Investment Tracking
Asset Management	<ul style="list-style-type: none"> • Asset Acquisition • Asset Tracking • Depreciation • Transfer / Disposal / Retirement • Work Order <ul style="list-style-type: none"> ○ Service Requests ○ Work Orders / Scheduling ○ Preventative Maintenance ○ Asset History ○ Activity Costing ○ Inventory

Human Resources	<ul style="list-style-type: none"> • Human Resources Management System includes but not limited to the following: <ul style="list-style-type: none"> • Position Management which includes Position Control & Class Codes (to replace HRIS), Transactions • Electronic Personnel Files & Medical Files • Benefit Enrollment and Vendor files • Personnel Evaluations / Performance Management/ Disciplinary Files • Risk Management (Injury / Workers Comp) • Training / Certifications
Personnel Actions	<ul style="list-style-type: none"> • Recruitment • New Hire: Onboarding • All Personnel Actions (Salary Adjustment / Position Change / Offboarding) • Leave Management (FMLA)
Payroll	<ul style="list-style-type: none"> • Time Entry • Time Approval • Payroll Calculations • Payroll Processing • PERS Reporting • FLSA Compliance
Permitting	<ul style="list-style-type: none"> • Customer Management • Contractor License validation/management • Permit Review • Permit Billing • Business License management • Inspections • Code Enforcement/Case Management • Land Management • GIS/Parcel Layer/Parcel Fabric integration

Note: For general system wide features such as reporting, dashboards, workflow, notifications, document management, etc. Contractor shall cover each within the appropriate business process areas.

Contractor consultants shall conduct analysis to benchmark the existing County processes against recognized public sector best practices, ERP functionality, other organizations, and the County's project goals.

Contractor shall facilitate all process improvement workshops to discuss improvement strategies with County staff.

Contractor shall apply these process improvement strategies to the County's current process and mark up or revise the process maps as part of discussions and meetings to communicate potential business process improvements, changes, and future state options. This documentation shall also highlight potential change impacts and identify change management strategies and success factors for moving forward.

Project Deliverables

2. Process Analysis
 - a. Process Maps
 - b. Process Observations and Recommendations

Task 3: Develop a Plan of Action

Contractor shall facilitate a meeting of County stakeholders to define goals for the system, business process, policies, or other organizational improvement.

Contractor shall produce a report identifying recommendations on a strategy for moving forward. The report shall go beyond the high-level recommendation of a new system and address specific issues with scope, timing, vendor competition, and risk identification.

Contractor shall then gather information on costs and benefits on a limited number of alternatives that would satisfy the project goals. Taking key considerations around schedule, scope, phasing, and specific requirements of procurement of a new system into account. After carefully reviewing estimated costs, risks, and best practices, Contractor shall provide a plan of action detailing the recommended option.

Contractor shall prepare an overall procurement strategy that is designed to accomplish the County's requirements and business goals, and mitigate risks during the project. After discussion with the County, the County shall make a decision on how to proceed with procurement of a new system. At this point, it is expected that the primary decision include the following components:

- 1) Scope for implementation (including phases)
- 2) Schedule for each phase
- 3) Procurement strategy (direct purchase vs. RFP)

Project Deliverables

3. Plan of Action

Task 4 (Optional): Develop Request for Proposal (RFP)

In this phase (if required), Contractor shall develop a detailed Request for Proposals (RFP) document for the County. The Contractor RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible.

Contractor shall use their RFP template that was specifically designed for ERP procurements. Working collaboratively with the County's procurement team to include any terms and conditions from the County's standard documents, decide on the procurement process, and ensure compliance with any other County requirements.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Functional Requirements
- 4) Interface Definition
- 5) Technical Documentation
- 6) Key Objectives / Goals / Critical Success Factors for the Project
- 7) Service Level Agreements
- 8) Other information necessary for vendors to prepare detailed response that meets the County's needs.

Alternatively, if the County has made a selection on its chosen vendor, Contractor shall develop a statement of work (SOW) request document to begin negotiations with that vendor. This document will contain similar information to an RFP to help the vendor develop its SOW, however it will not facilitate a proposal or allow for competitive evaluation of multiple proposals. When complete, the SOW request will contain:

- 1) Expectations on terms for agreement
- 2) Functional Requirements
- 3) Process expectations
- 4) Interface Definition
- 5) Key Objectives / Goals / Critical Success Factors for the Project
- 6) Expectations on project management
- 7) Project phase preferences

With both documents, the focal point will be on functional requirements. Contractor consultants shall work with the County PIT Crew members to review, validate and ultimately make decisions on the development of detailed functional requirements that will serve as a tool for accountability going forward.

Contractor focuses functional requirements development on business process. At each step in the business process Contractor shall determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process maps that shall be included in the eventual RFP. Requirements development focuses on functional requirements that define "what" needs to

be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on “how” the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the County more efficient.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

Project Deliverables

4. RFP Package
 - a. RFP Document
 - b. Functional Requirements

4. Request for SOW (alternate)
 - a. Scope Document
 - b. Functional Requirements / Process Expectations

Task 5 (Optional): Evaluation and Selection of Vendor (if necessary)

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Contractor’s standard evaluation process includes the three steps described below.

Step 1: Conduct Proposal Assessment

Upon receiving the written proposals from vendors, the County’s project team will begin an assessment and analysis of all proposals. Contractor shall assist with this assessment by reviewing proposals and providing comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. Contractor can also leverage their extensive experience to compare each proposal to industry standards. All key findings shall be documented in a brief proposal assessment report that identifies Contractor’s findings. This report will also identify additional information that will be needed from vendors going forward.

In addition, at the County’s request, Contractor shall provide training to the County’s evaluation team on how to evaluate a proposal. Contractor’s training shall discuss common issues with proposals, vendor’s “tricks,” and an overview of important issues to look out for.

Contractor expects that after reviewing proposals, the County elevates a limited number of vendors for onsite demos/interviews. Typically, governments will elevate three vendors.

Step 2: Software Demos and Interviews

Contractor staff shall develop detailed demo scripts for each vendor. Typically, time devoted to implementation and demo is split 50/50. Contractor believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software.

Since most of the risk comes from implementation phase, Contractor shall lead the County through a series of business process case studies, sample “workshops,” and implementation resource interviews to make sure County can effectively evaluate the knowledge and skills of the proposed implementation team.

Contractor shall also facilitate the demos and interviews with each vendor. In this role, Contractor shall be on-site to guide the meetings, ensure compliance with the demo scripts, take notes, and point out differentiators.

Step 3: Discovery

Contractor shall develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the County and vendor can later develop a detailed statement of work. Contractor shall facilitate the Discovery session for two proposal teams.

Contractor expects that after Discovery, the County identify a finalist vendor. If it is not possible for the County to identify a finalist vendor, Contractor shall facilitate additional clarification rounds.

Project Deliverables

5. System and Vendor Selection
 - a. Evaluation Criteria
 - b. Evaluation Team Training
 - c. Proposal Assessment
 - d. Demo Scripts
 - e. Demo Feedback Surveys
 - f. Demo Notes
 - g. Request for Clarification Letter

Task 6: Contract Negotiations

Contractor shall take a lead role with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, Contractor shall lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. Contractor shall ensure that the County’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings

during implementation.

For cloud contracts, Contractor shall advise the County on identifying and negotiating appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. Contractor shall take the lead in establishing this documentation. Contractor assumes that the County will be negotiating one contract (or a contract for one proposal if that proposal contains multiple contracts for software, implementation, hosting, etc.).

Project Deliverables

6. Contract Negotiations
 - a. Completed Contract Documents
 - b. Guide to the Contract

Task 7: Implementation

Contractor shall provide a project management and oversight role throughout the County's project and work with the County and its selected vendor to achieve the County's project goals.

Contractor shall also continue its role as lead in contract negotiations for any contract amendments and project support to review milestones and invoices.

Project Planning

Contractor shall work with the County and County's chosen vendor to prepare all plans for the implementation project. Contractor shall help be an advocate for the County throughout the project, but especially during early stages to insist that key SOW provisions are adhered, full scope of the project is considered, timing is appropriate, and the County is positioned to succeed. Contractor shall ensure that all plans are thoroughly communicated to the County and shall work with the County's project manager to prepare any necessary staffing plans, training plans, or identify potential resource issues that result from required participation levels in the project.

Deliverable Review

As part of the County's statement of work with its selected vendor, Contractor shall negotiate terms that require the vendor to provide several key deliverables/work products. Contractor shall work with the County to help set expectations for vendor deliverables, review templates, monitor progress for deliverable completion, and provide a detailed review of the critical deliverables once complete. Contractor shall provide a report to the County outlining any issues (either with compliance against the contract or consistency with best practices). To properly review the deliverables, Contractor shall lead in the development of the deliverables that will include participation in site visits, conference calls, or other information gathering activities. As part of that participation, Contractor shall be available to provide further guidance, best practice information, or other lessons learned.

Note: It is the County's responsibility to accept all deliverables and milestones. Contractor cannot accept or reject items on behalf of the County.

Subject Matter Expertise

Contractor assumes that the County will be moving forward with business process changes and best practice recommendations from Contractor's process mapping sessions. During the implementation project, Contractor shall lead the business process design sessions with County staff and vendor consultants to ensure that the County shall deploy best business practices aligned with earlier recommendations rather than "re-creating the old system." Additionally, as part of the design process, Contractor shall provide research into best business practices and communicate both advantages and disadvantages of specific design decisions based on Contractor's implementation experience and/or lessons learned from our member network. Contractor shall participate in on-site meetings, or join via tele/video conference and provide thorough meeting notes, design documents, or other system or process documentation to review for best practices, process inefficiencies, or other potential issues.

Participation in Project Meetings

Contractor's team shall lead project management meetings, and participate in steering committee meetings, facilitate PIT crew meetings or other meetings with project team representatives to provide guidance, coordinate on work tasks, or communicate updates to key stakeholders. Contractor shall also help resolve any outstanding issues. Contractor participation may be either on-site or remote.

Monthly Project Reviews

Contractor shall conduct periodic project reviews for the County at time intervals mutually agreed upon between Contractor and the County. Each review will be completed by Contractor's Director of Research and Consulting or Contractor's Technology Solutions Manager (or a similar senior level representative from Contractor as approved by the County). For the review, Contractor representatives shall be on-site and shall conduct interviews with project stakeholders and key members of the project governance structure (including vendor staff). Contractor shall also review project deliverables, project progress, status reports, and other relevant information. These Periodic Project Reviews will provide a regular and independent assessment of project progress and project health.

The review may include any relevant issue with the project, but is likely to cover project goals, ongoing risks, contract compliance, best practice implementation, business process review, project communications, project decision making, project management, change management, and training strategies, and testing plans.

After the review is complete, Contractor shall provide a brief project review report summarizing issues. It is also expected that Contractor shall be available to participate in a meeting (either on-site or by phone) to discuss project issues and findings in the project review report.

Testing Support

Testing during an ERP project is critical. Contractor shall help manage the testing process for the County and shall coordinate all levels of testing including system testing, business process testing, unit testing, regression testing, parallel testing, and acceptance testing. Contractor shall bring an organized and detailed approach to testing that focuses on business process, use case, and contracted requirements to ensure that the system will support the County's processes and to hold all accountable to the project goals.

Training

Not only will the County need to train users initially on the system, ERP projects often require training on best practices, changed business process, and new organizational roles. Contractor shall assist the software vendor in providing best practice based training to users. Contractor shall work to coordinate the entire training effort by developing a training plan, manage delivery of training, and evaluate training effectiveness. Contractor shall help to create training documentation that can be used both prior to go-live and for continued efforts after the system is in production.

Overall Project Oversight

Essentially, Contractor's oversight role shall provide an "early warning mechanism," to the County at key points in the implementation process by tracking the progress of activities within the project plan and identifying risk areas.

Development of a thorough implementation plan is an important component to the development of an effective project structure. Furthermore, throughout an ERP system implementation, plans must be revised and appropriate controls must be present as part of effective project management to minimize deviations from the timeline and/or budget. Contractor shall work with the County's vendor and the County project/program managers to monitor project status, resolve project scope and approach issues, and provide input on improving the logic of the overall plan if necessary.

Primary activities for overall oversight shall include contract monitoring, ongoing change management, support for the County's steering committee, managing the issues log, or other project tasks as may be necessary.

Additional tasks as part of overall project oversight shall include:

Contract Monitoring

Contractor has in-depth detailed knowledge of the contract and statement of work and shall continue to track project progress against acceptance criteria and payment milestones. This is a critical task in ERP implementations. Based on Contractor's experience, ERP vendors often find it convenient to ignore key contract requirements. Contractor shall monitor deliverable activity and if necessary can also review project invoices for contract compliance. In addition, while Contractor believe its procurement approach significantly reduces the chance that contractual issues will arise during implementation, the County must still be prepared. Because of Contractor's detailed knowledge of the statement of work, and its contract negotiation experience and expertise, Contractor is often able to resolve issues or negotiate the scope of necessary change orders saving the County both time and money. As part of these services, Contractor shall assist as issues are identified. The process used to resolve issues might involve phone calls, site visits, document review, and/or other activities.

Ongoing Change Management

Contractor shall provide support to the overall organizational change management function of the project. Contractor's role in providing overall oversight to the project will enable Contractor to gain an important perspective on project risks, pace of change, and sources of resistance. Contractor shall then work with the County staff to develop change management strategies to help overcome project issues. In addition, Contractor feels strongly that change management must focus on a proactive element of good governance, communications, and support for a positive collaborative culture within the project. Contractor shall provide assistance and ongoing recommendations in making sure that project leaders are working to facilitate effective change management tactics throughout the project through their ongoing leadership

Support for the County's Steering Committee

In addition to participating in the County's Steering Committee meetings, Contractor shall provide ongoing support and coaching for the Steering Committee.

Throughout the project, Contractor shall assist with strategy, project communications, budgeting, establishing an ongoing support structure, and any other overall IT governance tasks.

Management of Issues Log

Throughout the project, Contractor shall work with the County and vendor to identify risks, project issues, and other concerns and proactively log, track, and resolve those issues. Contractor expects that the vendor will maintain an "issues log" and Contractor shall manage the issues log and ensuring there is a sense of urgency to

the vendor completing tasks.

Additional Tasks

Contractor is often asked to provide additional services beyond what is covered in this contract to clients during implementation. If additional services are requested, Contractor shall work with the County's project manager to develop an additional scope of work. Should these other types of services be required by County, a written amendment to this contract shall be duly executed by both parties.

Project Deliverables

7. Project Reports (as appropriate)

Duties and obligations of the COUNTY:

County shall:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- Upon receipt, review and approval of Contractor invoices, pay no less than 60 days.
- County does not pay interest, fees or penalties.

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Timeline

The following schedule is based on conversations between Contractor and County and focused around September 2020 project start and potential go-live of phase 1 in July 2021. The schedule is aggressive, and will rely on the County's active participation and timely decision making through all business process improvement sessions, requirements definition tasks, and system decisions.

Contractor has proposed two schedules depending on if the County issues an RFP.

NO RFP

Proposed Schedule	month															
	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Task 1: Project Planning																
Task 2: Process Analysis																
Task 3: Plan of Action																
Task 4: RFP Development																
Task 5: Vendor Selection																
Task 6: Contract Negotiations																
Task 7: Implementation (phase 1)																
Task 7: Implementation (phase 2+)																

RFP

Proposed Schedule	month															
	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Task 1: Project Planning																
Task 2: Process Analysis																
Task 3: Plan of Action																
Task 4: RFP Development																
Task 5: Vendor Selection																
Task 6: Contract Negotiations																
Task 7: Implementation (phase 1)																
Task 7: Implementation (phase 2+)																

Pricing

Unless noted, all pricing is provided as a fixed fee. Contractor shall invoice for project deliverables upon completion of project deliverables. It is understood by both County and Contractor that projects may face delays, require additional analysis than what was originally planned, or may require additional effort to address risks as they come up during the project. Contractor commits to honoring the fixed price to deliver a successful project.

Contractor consultants working on this project shall be traveling from the Chicago office. Due to the current situation with the COVID-19 pandemic, Contractor consultants expect to work remotely initially on the project. If/when conditions improve, Contractor

shall discuss on-site expectations with the County and determine a schedule that makes most sense for the project and health of all involved. The following pricing for tasks 1-6 assumes 100% remote work. Pricing rate for task 7 assumes travel to Butte County.

Task/Deliverable	Milestone	Price
1	Project Planning	
1	Project Management Documents	\$25,000
2	Needs Assessment / Process Analysis	
2-A	Process Maps	\$70,000
2-B	Process Analysis and Recommendations	Included
3	Plan of Action	
3	Plan of Action	\$10,000
4 (Optional)	Develop RFP	
4-A	RFP	\$15,500
4-B	Functional Requirements	Included
4-C (Alternate)	SOW Request (\$10,000)	
5 (Optional)	Evaluation and Selection of Vendor (Optional)	
5-A	Evaluation Criteria	\$5,000
5-B	Evaluation Team Training	\$5,000
5-C	Proposal Assessment	\$20,000
5-D	Demo Scripts	\$3,500
5-E	Demo Facilitation	\$15,000
5-F	Demo Notes	Included
5-G	Request for Clarification / Discovery	\$12,500
6	Contract Negotiations	
6-A	Contract Negotiations	\$15,500
TOTAL NOT-TO-EXCEED PRICE for Tasks 1-6		\$197,000

Task/Deliverable	Milestone	Price
7	Implementation	
TBD	Priced at \$250/hour	\$300,000
ESTIMATED FEES for Task 7		\$300,000

Note: Prior to beginning task 7, Contractor can proposed additional fixed fee tasks that more closely match the County's required scope instead of billing based on an hourly rate. The \$300,000 estimate is based on past project experience and the tasks listed in this document. Contractor and County shall work together to adjust this estimate if necessary. If cost of Task 7 is greater than \$300,000.00, the increase shall be by written amendment.