



CANYON COUNTY COMMISSIONERS

Steven J. Rule
District I

Tom Dale
District II

Pam White
District III

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

December 6, 2018

Re: Solicitation of Interest --- Jail Bond Project Outreach Coordinator

The Board of Canyon County Commissioners seeks to potentially enter a nonexclusive personal service agreement with an experienced project outreach coordinator to provide independent, professional, consultative assistance to the Board relating to matters involving an anticipated May 2019 Jail bond election.

The Outreach Coordinator will serve as an advisor to the Board and will in no way be empowered to make financial or policy decisions on the Board's (or any County official's) behalf. Rather, the consultant will be expected to report its independent opinion related to various specific Jail bond election outreach matters to the Board and execute general Board direction in a public and professional manner. The consultant will be expected to coordinate communication between the project's preliminary architect/engineering team, bond counsel/municipal finance advisor team, and County stakeholders in order to present a coherent and factually accurate public message regarding the nature, cost, and tax implications of the proposed facility and bond election. The consultant will be expected to lead a series of informational public meetings about the Jail bond process as well.

Interested persons are invited to respond to this solicitation in writing by 8:59 a.m. on December 13, 2018. Statements of interest should include the respondent's resume (with emphasis on documentation of experience and familiarity with similar projects), three or more professional references, a proposed statement of approach/scope of work that explains how the consultant will meet the County's expectations for the project, and a proposed fee structure. The Board will consider forming an independent contractor relationship with the selected contractor(s).

In addition to a demonstrated ability to professionally meet the Board's requirements and specifications, the selected Consultant must:

- maintain a significant local presence;
- meet County requirements related to data security and confidentiality;
- agree to and comply with Canyon County's standard independent contractor agreement, Attachment "A" affixed hereto and incorporated by reference.

Letters of interest must be directed to the Canyon County Board of County Commissioners via United States Post at the above address or email at bocc@canyonco.org. Letters of interest must be identified with subject line "BOCC Jail Bond Consultant", and be received by 8:59 a.m. on December 13, 2018.

Questions about the project may be directed to bocc@canyonco.org.

The Board intends to use this solicitation of interest as an informal mechanism by which to initiate negotiation with prospective independent personal/professional service contractors. This is not an invitation for bids or a guarantee of employment for any purpose or length of time.

Thank you for your interest. We look forward to hearing from you.

Sincerely,

BOARD OF CANYON COUNTY
COMMISSIONERS

Unavailable for signature
Commissioner Steven J. Rule

Tom Dale
Commissioner Tom Dale

Pam White
Commissioner Pam White

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between _____, having a local address _____(hereinafter "CONSULTANT") and the Board of Canyon County Commissioners, executive authority of a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "BOARD").

WHEREAS, BOARD issued a Solicitation of Interest for the purpose of identifying qualified persons interested in contracting for the provision of professional services described below; and

WHEREAS, BOARD has determined that CONSULTANT'S statement of interest was responsive to its needs and that funds sufficient to complete this purchase of professional service have been duly appropriated for expenditure.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. **CONTRACT:** BOARD hereby employs CONSULTANT as an independent contractor to complete and perform the following project and work:

Independent [xx] Consultant to Board of County Commissioners. See attached scope of work, affixed hereto as Exhibit "A", and incorporated by reference.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONSULTANT shall commence work under this Agreement on _____. This Agreement shall expire _____ or, in the event the project is completed sooner, upon such completion, or upon thirty (30) days written notice by either party.

3. **COMPENSATION:** BOARD agrees to pay CONSULTANT as compensation the sum of _____ per month plus expenses. Expenses will be billed as actual costs and supported with receipts.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONSULTANT, is an independent contractor of BOARD, subject to a non-disclosure agreement - attached hereto as Exhibit "B" and incorporated by reference - and is in no way an employee or agent of BOARD or Canyon County and is not entitled to workers compensation or any benefit of employment with the County. The BOARD shall have no control over the performance of this Agreement by CONSULTANT except to specify the time and place of performance, and the results to be achieved. CONSULTANT agrees to pay and be responsible for all taxes due from the compensation received under this contract.

CONSULTANT represents that neither it nor any of its principals is related to a Canyon County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred.

CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

CONSULTANT agrees to act in a fiduciary capacity for BOARD, employing best efforts to exercise his expertise to give the BOARD accurate, independently verifiable counsel as to specified [xx] matters. CONSULTANT understands that this contract grants it no authority to make decisions on behalf of Canyon County, the Board, or any Canyon County official.

5. INDEMNIFICATION: CONSULTANT agrees to indemnify, defend, and hold harmless BOARD, and Canyon County, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONSULTANT, CONSULTANT's agents, employees, or representatives under this Agreement.

6. INSURANCE: CONSULTANT agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$_____, which shall name and protect CONSULTANT, BOARD, Canyon County, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's acts. CONSULTANT shall provide proof of liability coverage as set forth above to BOARD prior to commencing its performance as herein provided, and require insurer to notify BOARD ten (10) days prior to cancellation of said policy.

7. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing.

DATED this ____ day of _____, 2018.