

TEHAMA COUNTY BOARD OF SUPERVISORS AGENDA REQUEST FORM

AGENDA DATE July 27, 2010

**PACKET**

**7/27/10 CONSENT #20**

Consent  Regular  Anticipated Time Required \_\_\_\_\_  
 Public Hearing  Public Hearing Notice Attached

Cite & Attach Copy of Code: \_\_\_\_\_

Prepared By (Name): Tricia Manasco Date: 7/19/2010

Contact Person (if different): \_\_\_\_\_ Phone: 528-3284

DEPARTMENT/DIVISION: Tehama County Health Services Agency/Public Health Division

PERSON(S) APPEARING & TITLE: \_\_\_\_\_

REQUESTED ACTION(S): Or indicate informational presentation only:

Request approval and authorization for the Executive Director to sign the Agreement between the County of Tehama and Calm River Demographics for the purpose of facilitating a three-day Demographics and Geographic Information Systems (GIS) training in Tehama County beginning the date of signing and terminating September 30, 2010 in a maximum amount of \$19,321.00.

FINANCIAL IMPACT: YES  NO  If yes, describe impact, indicate funding source and the amount budgeted.

No County general fund dollars are involved. Payment for this workshop will be made with Homeland Security funds located in the Tehama County Sherrif Department budget.

BACKGROUND, ALTERNATIVES AND IMPLICATIONS: Describe the effect of not taking the requested action, and provide any pertinent information.

If this request is not granted, Tehama County will be unable to facilitate this three-day workshop, thereby missing the opportunity to have a significant number of staff trained in such areas as demographic studies, data extraction for proposal writing, and creating maps of communities based on specific variables such as poverty, age or disability.

RECOMMENDATIONS:

Respectfully recommend action as stated above.

REVIEWED AS REQUIRED BY POLICY

	Review Date
Auditor	_____
Board Committee	_____
Chief Administrator	_____
County Counsel	<u>6/21/2010</u>
Dept Head	<u>7/19/2010</u>
Personnel	<u>NA</u>
Purchasing	<u>NA</u>
Risk Management	<u>6/21/2010</u>

CLERK'S INSTRUCTIONS

Number of documents to be returned to dept.	
Originals <input type="checkbox"/>	Copies <input type="checkbox"/>
Minute Certifications needed: <input type="checkbox"/>	Number <u>3</u>
Ordinance Required <input type="checkbox"/>	Attached <input type="checkbox"/>
Resolution Required <input type="checkbox"/>	Attached <input type="checkbox"/>
Budget Transfer Required <input type="checkbox"/>	Submitted <input type="checkbox"/>
Processing Deadline: _____	
Further information attached <input type="checkbox"/>	

PDR on file w/Auditor  Y  
 Insurance Certificate Attached  Y

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
CALM RIVER DEMOGRAPHICS**

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This agreement is entered into between the County of Tehama, through its Health Services Agency ("County") and Calm River Demographics ("Contractor") for the purpose of facilitating a three-day Demographics and Geographic Information Systems (GIS) training in Tehama County.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide:

- A. A Demographics/GIS training workshop for twenty-four to thirty-eight County staff for three consecutive days consisting of:
  - 1. Teaching participants to perform in-depth demographic studies using federal census data.
  - 2. Instructing participants how to extract specific up-to-date data for proposal writing and/or planning purposes.
  - 3. Showing participants how to map their communities using thematic maps to show high concentrations of demographic variables such as poverty, age or disabilities.
  - 4. Helping participants create maps of their communities and teaching them how to map data from internal databases.
- B. The facility for the training workshop
- C. The instructors for the training workshop
- D. Personal computers for use by all participants
- E. Workbooks and class materials for all participants
- F. Sample data and maps for Tehama County
- G. GIS Boundary files
- H. Sample GIS maps
- I. Environmental Systems Research Institute (ESRI) Map browser
- J. Software to convert Topologically Integrated Geographic Encoded References (TIGER) data to GIS shape files
- K. Light snacks for participants daily
- L. Resource CDs for participants
- M. Arrangements for, and payment of, all travel expenses for workshop instructors

2. **RESPONSIBILITIES OF THE COUNTY**

During the term of this agreement, County shall:

- A. Provide twenty-four to thirty-eight participants for the three-day workshop
- B. Compensate Contractor as set forth in section 3 of this agreement

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$19,321.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate September 30, 2010, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards

applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

#### 10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### 11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

#### 12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more,

Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

**13. NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**14. GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

**15. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.



IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.


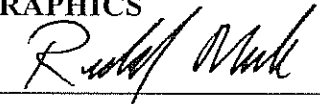
Date: 7/19/10

COUNTY OF TEHAMA

  
Valerie S. Lucero, Executive Director

Date: 7/10/2010

CALM RIVER DEMOGRAPHICS

   
Richard Miller, President

109982  
Vendor Number

Approved as to form by  
Tehama County Counsel

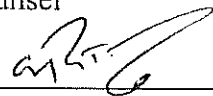
  
Arthur J. Wylene, Assistant County Counsel

Exhibit A

**INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

**FEE SCHEDULE**

**Less than/equal to 23 people** \$280 per person for demographic analysis, first day of training  
\$560 per person for the remaining two days of training

**Equal to 24 through 38 people** \$500 per person for all three days of training

*Either of the above options include facility rental, three-day workshop, PC for each person, manuals and light snacks, all provided by Calm River Demographics.*

**TEHAMA COUNTY BOARD OF SUPERVISORS AGENDA REQUEST FORM**

AGENDA DATE July 27, 2010

**PACKET**

Consent  Regular  Anticipated Time Required \_\_\_\_\_  
 Public Hearing  Public Hearing Notice Attached

Cite & Attach Copy of Code: \_\_\_\_\_

Prepared By (Name): JAS Date: 7/16/10

Contact Person (if different): \_\_\_\_\_ Phone: 527-4655

DEPARTMENT/DIVISION: Tehama County Clerk of the Board / Courthouse & Grounds

PERSON(S) APPEARING & TITLE: \_\_\_\_\_

REQUESTED ACTION(S): Or indicate informational presentation only:

- a) Approval and authorization to accept a donation of groundcover plants from staff members in the Tehama County Clerk of the Board Office, to be planted at the base of the flag pole in front of the old Courthouse building

FINANCIAL IMPACT: YES  NO  If yes, describe impact, indicate funding source and the amount budgeted.

No financial impact to the County. Value of the plant donation is approximately \$45.

BACKGROUND, ALTERNATIVES AND IMPLICATIONS: Describe the effect of not taking the requested action, and provide any pertinent information.

There are currently no plantings at the base of the flagpole. The donation of groundcover plants will help to beautify the area.

RECOMMENDATIONS:

Approval of listed action

REVIEWED AS REQUIRED BY POLICY

	<u>Review Date</u>
Auditor	_____
Board Committee	_____
Chief Administrator	<u>7/16/10</u>
County Counsel	_____
Dept Head	_____
Personnel	_____
Purchasing	_____
Risk Management	_____

CLERK'S INSTRUCTIONS

Number of documents to be returned to dept.	
Originals	<input type="checkbox"/>
Minute Certifications needed:	Copies <input type="checkbox"/>
Ordinance Required	Number <input type="checkbox"/>
Resolution Required	Attached <input type="checkbox"/>
Budget Transfer Required	Attached <input type="checkbox"/>
Processing Deadline:	Submitted <input type="checkbox"/>
Further information attached	<input type="checkbox"/>

PDR on file w/Auditor   
 Insurance Certificate Attached

**7/27/10 CONSENT #21**