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## **9 Contracts**

### **9.2 In General**

- **9.2.1 Contract Requirements**
  - A. With the exception of contracts listed in section 4.02.05(B), all contracts of \$20,000 or more shall be approved by the Board of Supervisors.
  - B. Written contracts are required for:
    1. The purchase of supplies for \$20,000 or more per agency head, per vendor, per fiscal year.
    2. The purchase of personal services for \$2,500 or more per agency head, per vendor, per fiscal year.
    3. The combined purchase of personal services and supplies for \$2,500 or more per agency head, per vendor, per fiscal year.
    4. When a formal contract is deemed to be in the best interest of the county by the Board of Supervisors, the County Counsel, or the officer entering into the contract.
    5. Real property rental and lease agreements, with minimum insurance requirement applied to each space or property.
    6. All signatures must be obtained prior to submitting to the County Counsel for his signature.
  - C. All written contracts shall be approved as to form by County Counsel.
  - D. Purchase Orders.
    1. Purchase orders do not take the place of contracts. A purchase order authorizes a vendor to provide the merchandise or services described. Purchase orders on a form approved by the Finance Director for county use or a department purchase order policy approved by the Finance Director and County Counsel may be used for ordering merchandise or services.
    2. Departments may not use or authorize purchase orders containing out-of-state litigation or mediation clauses.

- **9.2.2 Standard Form**

Except in special circumstances approved by County Counsel, all contracts should conform to and contain all applicable clauses set forth in the County's Standard Contract Form, a copy of which can be located on the County's website at [www.countyofglenn.net](http://www.countyofglenn.net). For purposes of this section, Standard Contract Form shall mean the contract form prepared by the County Counsel and approved by the Board of Supervisors.

- **9.2.3 Copies to Finance Director and Clerk of the Board**

Copies of all fully executed Contracts for \$20,000 or more or which require approval by the Board and notices of cancellation of such contract shall be delivered to the Finance Director. Copies shall also be delivered to the Clerk of the Board upon request. Contracts that do not require Board approval shall be maintained by the department whose budget is debited for the contract payment.

- **9.2.4 Countywide Contracts**

When the Board has entered into a contract for favorable pricing, individual agency heads are not required to enter into contracts with that same vendor.

- **9.2.5 Payments Exceeding Contract Limits**

When any payment to a vendor will cause the cumulative amount to exceed the limits, and there is no contract with this vendor:

A. The payment will be presented to the Board of Supervisors for approval, or

B. If the department will be using this vendor during the remainder of the fiscal year, the department will enter into a contract with the vendor for the estimated amount of remaining payments for that fiscal year.

- **9.2.6 Multi-year Contracts**

Multi-year contracts require approval by the Board of Supervisors.

## **9.4 Authority to Contract**

- **9.4.1 General Statement**

No County officer or employee may execute a contract on behalf of the County unless at least one of the following conditions is met:

- A. Authority for such execution is vested in such officer or employee by law;
- B. Authority for such execution has been delegated to the officer or employee by the Board of Supervisors following statutory guidelines, or
- C. The following conditions are met:
  1. The Board has delegated such authority by resolution;
  2. The Board has approved the form of contract to be executed; and
  3. No discretionary responsibility is exercised by the officer or employee with respect to the contract.

## **9.6 Insurance Coverage**

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### **9.6.1 General Statement**

It shall be the policy of the County to require all contractors and \*lessees (\*where applicable, hereinafter referred to as contractors) to obtain and maintain insurance during the contract term. Whenever feasible, the County shall be named as an additional insured. The amounts listed herein are the minimum acceptable. Exceptions may only be granted upon written waiver by the County Counsel. Before the commencement of work, Contractor shall submit Certificates of Insurance evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified.

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### **9.6.2 Minimal Scope of Insurance**

- A. Commercial General Liability coverage (Insurance Services Office (ISO) ?occurrence? form CG 0001 1185), including errors and omissions coverage and owners and contractor?s coverage.
- B. Automobile Liability Insurance ? standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only ? ISO?s Business Auto Coverage form number CA 0001 0187 covering ?any auto? endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms ? Insured Contract.
- C. Workers? Compensation Insurance as required by the Labor Code and Employers Liability Insurance.
- D. Professional Liability Insurance ? when the contract involves professional services such as engineering architectural, legal, accounting, instructing, consulting, professional liability insurance is required.

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### **9.6.3 Minimum Limits of Insurance**

- A. General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury,

personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for any auto, code 1 as listed on the Acord form Certificate of Insurance.

C. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Professional Liability insurance (only applies when contracting for professional services). Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

- **9.6.4 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

- **9.6.5 Acceptability of Insurance Carriers**

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. Exception: Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

- **9.6.6 Verification of Coverage**

All certificates of insurance to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language.

Contractor agrees to notify County within two working days of any notice from an insuring agency that

cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

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### **9.6.7 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 before beginning work under this contract.

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### **9.6.8 Workers' Compensation Insurance**

Provider and/or Contractor shall provide Workers' Compensation Insurance for their employees and the Provider and/or Contractor shall require all its consultants or other agents similarly to provide Workers' Compensation Insurance, as required by the Labor Code of the State of California, for all employees. Each policy shall contain any language providing that it may not be cancelled without first giving thirty (30) days prior notice to the County by registered mail. If the Provider and/or Contractor has no employees, this clause shall not apply.

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### **9.6.9 Malpractice**

Contracts for consultants and professional services such as engineers, public health and mental health professionals, medical doctors, attorneys or upon demand by the County Counsel shall require professional liability insurance coverage.

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### **9.6.10 Automobiles**

Private automobiles used by employee, or volunteers on official business shall be insured to a limit of no less than the statutory minimum required by the State of California. Department Heads shall obtain and maintain a copy of a current certificate of Insurance on each employee using their personal vehicle for county business. Department heads shall submit a list of such employees to the Clerk of the Board of Supervisors by August 1 of each year.

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### **9.6.11 Transportation Permits**

For all transportation permits Public Works shall require as the minimum limit of liability insurance the maximum allowed by the State Director of Motor Vehicles. (See Vehicle Code section 35782)

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### **9.6.12 Exceptions**

- A. No exceptions to the above insurance requirements shall be granted for construction contracts.
- B. Except as provided in Section 9.06.10 above, volunteers who provide services to the County receive no compensation other than Board approved reimbursement for out-of-pocket expenses incurred while volunteering.
- C. The requirements of Section 9.06.03 may only be waived by the Board of Supervisors if determined that the risk of liability to the County is de minimis.
- D. No waiver shall be granted if the cost of obtaining insurance is minimal in relation to the cost of the services under the contract.

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