

COUNTY OF GLENN

STANDARD CONTRACT FORM GUIDELINES TO TITLE 9 OF THE ADMINISTRATIVE MANUAL RELATING TO CONTRACTS

AGREEMENT BETWEEN THE COUNTY OF GLENN AND

(1) _____

- (1) *The title of the contract should contain the full legal name of the person or corporation providing the services. This should be the name under which the contractor files income tax returns. Insert the contractor's name in the "_____" command. If the contractor is doing business under a fictitious business name, both the person's name and the business name should be included [i.e., "Mary Smith d.b.a. Smith Consulting Services"].*
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This agreement is entered into between the County of Glenn ("County") and (2) _____ ("Contractor") for the purpose of (3)_____.

- (2) *Again, enter the full name of the person or corporation providing the services. Throughout the remainder of the contract, the contractor will be referred to as "Contractor" or "Consultant".*
- (3) *Indicate in general terms the purpose of the contract. For example, the contract may be "for the purpose of training employees of the Department of Social Services in the techniques of stress management".*

1. RESPONSIBILITIES OF CONTRACTOR.

During the term of this agreement, Contractor shall (4) _____

- (4) *This paragraph contains the "meat" of the contract. Here, state in very clear and explicit terms what services the contractor must provide to the County. Depending on the circumstances, include the specifics dates and times of performance ["the training workshop will be provided on June 4, 1998, from 8:00 a.m. to 5:00 p.m."], the place where the services will be given, the identity of the employees receiving the services, the quantity and quality of the services, a description of any documents to be produced, etc. Remember that the contractor is required to do only those things that are listed in this paragraph. If a task is not listed, the contractor does not have to do it. A description of the task may be attached to the contract as an exhibit.*

2. RESPONSIBILITIES OF THE COUNTY.

County shall (5) _____.

- (5) *At a minimum, the County has the responsibility to pay the contractor for his or her service. However, additional duties may be assumed by the County, such as the provision of support staff, secretarial services or general oversight, or the furnishing of such things as office space, materials, equipment or supplies. Any additional duties to be provided by the County should be specifically delineated at this time.*

3. COMPENSATION.

Contractor shall be paid the sum of (6) _____ after satisfactorily completing the duties described in this agreement.

- (6) *Under most small contracts, the contractor is paid a lump sum for all the work performed. If this is the case, type in the total amount to be paid at this time. However, there are other ways to compensate the contractor that may be better suited to the situation. If another manner of compensation is chosen, delete the standard language for this paragraph and devise specialized language. Some options for payment are:*

- *The contractor may be paid at a particular hourly rate, not to exceed a certain number of hours or not to exceed a certain compensation maximum;*
- *The contractor may be paid each month for services rendered the preceding month;
or*
- *The contractor may be paid as certain tasks are completed. If this method of compensation is chosen, be sure to withhold at least 25% of the total payment until after all work is completed. In that way, the contractor will be motivated to complete all the services required by the contract.*

The method of compensation, whether a lump sum, hourly, monthly, or by progress payments, should be clearly described. Contracts which provide for periodic or progress payments must include a compensation maximum: "The maximum compensation payable pursuant to this contract is \$ ____; no additional sums will be paid for services rendered".

If the contractor is to be paid for travel expenses, that should also be referenced in this paragraph. The contract may also include a provision for compensation for other items, such as training materials or copies of reports. The right to reimbursement should be described in this paragraph.

4. BILLING AND PAYMENT.

Contractor shall submit to (7) _____ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) _____.

- (7) *Insert the title of the department head at this time. If periodic or progress payments are to be made, rather than a lump sum payment, delete the first sentence and substitute "Contractor shall submit to [name of department head] a monthly statement of services rendered [and costs incurred] in accordance with the following schedule: [describe*

schedule].” Do not delete the last sentence in this paragraph (36) from the standard format.

- (8) *If payment will be made after completion of all services and the County is reimbursing the contractor for any expenses, add the phrase “and costs incurred” at this time.*

5. TERM OF AGREEMENT.

This agreement shall commence on the date of signing and shall terminate (9) _____.

- (9) *Insert the termination date of the contract or state: “upon the satisfactory completion of the work described in this contract”.*

6. TERMINATION OF AGREEMENT.

If Contractor fails to perform (10) [his/her/its] duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner (11) [his/her/its] obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to 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 contract immediately upon oral notice should funding cease or be materially decreased. (12) _____.

- (10) *Insert “his” or “her” or “its”.*

- (11) *Insert “his” or “her” or “its”.*

- (12) *If the contract requires the contractor to prepare reports or other documents, add: “Should this contract be terminated, Contractor shall provide County with all finished and unfinished reports, data, studies, photographs, charts, electronic data and other documents prepared by Contractor pursuant to this contract”.*

7. ENTIRE AGREEMENT; MODIFICATION.

This agreement supersedes all previous agreements and constitutes the entire understanding of 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 others.

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 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 County is to ensure 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 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. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage 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. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. 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 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.

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.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. (For Best ratings go to one of the following websites: <http://www.ambest.com>, www.standardandpoors.com or www.insurance.ca.gov. For Surety Bonds go to <http://www.fms.treas.gov>). **Exception:** Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

11. 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 statutory limits and Employer Liability insurance 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.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. 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. If Contractor has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover Contractor and Contractor’s employees and partners.

(13) _____.

(13) *If the contractor is licensed in his or her field, or if the field is one in which practitioners ordinarily carry malpractice coverage, add: “Contractor shall provide and maintain in full force and effect while providing services pursuant to this Contract an errors and omissions liability policy (also known as professional liability or malpractice liability insurance)”.*

12. INDEMNIFICATION CLAUSES

A. Strongest indemnity language (can not be used in construction contracts): Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with contractor’s performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County.

B. For construction contracts the following may be used: Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against all claims, damages, losses and expenses (including litigation costs and attorney fees) arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Special Note: When contract is between the County and another governmental agency and the County is PROVIDING A SERVICE to another governmental agency, TAKE OUT THE ABOVE LANGUAGE and insert the MUTUAL INDEMNIFICATION CLAUSE below:

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys’ fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

C. Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor's independent Provider and/or Contractor's status that would establish a liability for failure to make social security or income tax withholding.

13. INDEPENDENT CONTRACTOR CLAUSE.

It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

14. NON-DISCRIMINATION.

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

15. NOTICES.

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: (14) _____

(14) *Insert the department head's name, the name of the department, and the address.*

If to Contractor: (15) _____

(15) *Insert the full name of the contractor and the contractor's address.*

Notice shall be deemed to be effective two days after mailing.

(16) _____.

(16) *Some contracts may need additional provisions. Type in and number consecutively any of the following which appear necessary:*

- a. **AVAILABILITY OF FUNDS** *“All funding under the Contract is subject to the availability of state or federal funds.”*
- b. **APPLICATION OF LAW** *[If the contractor is from out of state] “This Contract shall be governed in accordance with all the laws of the State of California..”*
- c. **DOCUMENT RETENTION** *“Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all [federal/state] audits are complete, whichever is later. Upon request, consultant shall make available these records to County [or state or federal government] representatives.”*

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

DATED: _____

DATED: _____

CONTRACTOR

COUNTY OF GLENN

(18) IRS W-9 Form on File

(17) _____, Department Head
Approved as to Content and Fund Availability

(19)

(20) **APPROVED AS TO FORM:**

_____, County Counsel
Glenn County, California

(17) *Insert the name and title of the department head and that the contract is approved as to content and fund availability.*

(18) *Insert the name of the contractor.*

(19) *IRS W-9 Form on File.*

(20) *Insert “Approved as to Form” by the County Counsel.*

NOTE: Any changes in this format or language of the contract other than those described above must be approved by County Counsel prior to the contract being signed.

INSURANCE CERTIFICATES

The contractor must submit the required certificates of insurance before any service is performed.

The department head must carefully review the certificate of insurance and the policy itself to confirm that the “certificate” is, in fact, a certificate of insurance (and not just the face sheet of an insurance policy), that the policy provides coverage that conforms to the requirement of Section 9.06.02 and 9.06.03, that the County and its officers and employees are specifically listed as “additional insured,” and that other language required by paragraphs 9 through 13 of the standard contract are included in the insurance policy.

If the contractor is licensed in his field, or if the field is one in which practitioners ordinarily carry malpractice coverage, add:

“Contractor shall provide and maintain in full force and effect while providing services pursuant to this Contract an errors and omissions liability policy (also known as professional liability or malpractice liability insurance).”