

First 5 Butte County Children and Families Commission Contract



This Contract is between the First 5 Butte County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as "the Commission", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

Contract Title:					
Term of This Contract					
<input checked="" type="checkbox"/> Below	Term Begins			Term Completion Date	
X	On Following Date	, 2010	On Following Date	, 2010	
	Upon Date Notice to Proceed Received		Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by Commission		Calendar Days Following Execution of Contract by Commission		
County Department	7950	FOB Point			
Terms	Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)				
Price		Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			Commission Contact Information		
Contractor			First 5	Butte County Children & Families Commission	
Address			Address	82 Table Mountain Blvd., Suite 40	
City, State & ZIP			City, State & ZIP	Oroville, CA 95965	
Telephone			Telephone	530-538-5281	
Facsimile			Facsimile	530-538-5279	

WHEREAS, Commission desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment III – Terms and Conditions
- Attachment I – Insurance Requirements for County Contracts
- Attachment II – Scope of Work
- Attachment IV – Budget

This Contract and the above listed Attachments represent the entire undertaking between the parties.

First 5 Butte County Children & Families Commission

Wyeth Consulting

Maureen Kirk, Chair Date

Executive Director Date

Contract Division
General Services Dept.

REVIEWED AS TO FORM
BRUCE S. ALPERT, Butte County Counsel

By _____
Date

By _____
Date

ATTACHMENT I

Standard Insurance Requirements

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. Minimum Scope Of Insurance.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. Minimum Limits Of Insurance.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. 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 Commission/County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **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 Accord form Certificate of Insurance.
- 3.) **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.
- 4.) **Professional Liability Insurance (Delete if not 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 or 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.

C. Deductibles And Self-Insured Retentions.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the Commission/County. At the option of the Commission/County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Commission/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.

D. Other Insurance Provisions.

- 1.) **General liability insurance policies shall be endorsed to state:**
 - a.) The Commission/County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special

limitations on the scope of protection afforded to the Commission/County, its officers, officials, employees or volunteers.

b.) Contractor's insurance coverage shall be primary insurance as respects the Commission/County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission/County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) **Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. Acceptability Of Insurance Carriers.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. Verification Of Coverage.

Contractor shall furnish the Commission/County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the Commission/County before work under the contract has begun. The Commission/County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to Commission/County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify Commission/County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. 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 Commission/County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT III

Terms and Conditions

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for a total price not to exceed \$ over the contract period. Monies shall be used as outlined in the Budget ([Attachment IV](#)) and in accordance with Funding Polices, which may be found at our website at www.buttecounty.net/bccfc.

Reimbursement of actual expenses shall be made after a Commission designee reviews and approves the required documents listed in Item 3 - Expenditure Reporting. The Commission will not pay for unauthorized services or purchases, nor for services, which have not been provided as authorized. No payment will be made for services delivered or expenditures made before or after contract term. Payments may be withheld if a signed Tobacco Free Environment Policy Certification is not on file with the Commission, or if required reports are late.

3. **Expenditure Reporting.** Contractor agrees to submit a Claim Form, attached to an Invoice with documentation. This documentation will include, but not be limited to, system-generated financial reports, receipts for material purchases, rental equipment and subcontractor work. Claim forms, invoices, and fiscal questions should be directed to the Administrative Analyst at 530-538-5280. Forms and documentation shall be submitted to the Commission no later than:
 - October 31 (for the period July 1 through September 30);
 - January 31 (for the period October 1 through December 31);
 - April 30 (for the period January 1 through March 31); and
 - July 31 (for the period April 1 through June 30).
4. **Evaluation Reporting.** The Commission monitors data on participants served by the Contractor and progress on outcomes through quarterly performance reports. Contractor agrees to report descriptive data on participants served by Contractor as negotiated with Commission, and on performance and outcomes as negotiated with Commission. Reports shall be completed no later than:
 - October 31 (for the period July 1 through September 30);
 - January 31 (for the period October 1 through December 31);
 - April 30 (for the period January 1 through March 31); and
 - July 31 (for the period April 1 through June 30).These reports shall be submitted online. Contractor agrees to participate in a Commission sponsored training to use the web-based data reporting system. Commission may request hard copies of reports. Contractor is expected to keep paper records of all tools used for data collection and summarize those records in the reports.
5. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of Commission. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the Commission or Contractor by notice at any time. 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.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, 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 Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. 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 Commission for any loss of or damage to Commission property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **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 coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
9. **Changes to the Contract.** Changes to this contract may only be approved through a fully executed Contract Amendment, with the sole exception of budgetary movement as herein described: Contractor is permitted a variation of up to five percent (5%) for each budget line item for the contract period. A larger variation, moving monies between categories, or increased benefits percentages must receive prior approval by the Commission's Administration Committee. No additional funds may be moved into the Indirect budget category.
10. **Contractor's Standard of Care.** Commission has relied upon the professional ability and training of 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 is understood that acceptance of Contractor's work by Commission shall not operate as a waiver or release.
11. **Confidentiality and Compliance with Laws.** Contractor shall comply with confidentiality laws protecting the rights of the Commission/Contractor clients. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
12. **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 County of Butte.
13. **Attorney Fee Provision.** In any action or proceeding involving a dispute between Commission and Contractor, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, and all costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).
14. **State Requirements.** This Contract is funded by a Commission Grant with monies from the California Children and Families Trust Fund. The State of California, through legislative change, may alter/repeal the law, which provides funds for this agreement or enact requirements that affect the performance of the Contractor. If the State does impose new obligations affecting the performance of this Contract, or if revenues are no longer available due to legislative change, the Commission reserves the right to amend the Contract as necessary to comply with state requirements. Contractor will be notified at least thirty (30) days in advance if new requirements are to be imposed.
15. **Tobacco-free Environment.** Contractor shall maintain a tobacco-free environment in compliance with all local, county, and state regulations. Contractor agrees not to accept any funds from the tobacco industry, including in-kind donations and event sponsorships; nor any funds from agencies who are sponsored by or who received donations from the tobacco industry. Agencies shall have a Tobacco-Free Environment policy that complies with the requirements of the Commission, and submit a signed a Tobacco-Free Environment Policy Certification.
16. **Commission Recognition.** Contractor shall list Commission's revenue sponsorship on any underwritten materials or events produced with contract funds. Contractor shall publicize that program is funded by the voter-approved initiative, Proposition 10, which applied a tax on tobacco products to fund improved outcomes for young children.