COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: MAY 20, 2014
Submitting Department(s): AGRICULTURAL COMMISSIONER

PUBLIC HEARINGS & COMMITTEE VACANCIES
Public Hearings:
- Published
- Affidavit on File w/Clerk
- Affected Parties Notified

Committees:
- Vacancy Posted
- Application Attached

LEGAL/PERSO END/FISCAL
✓ County Counsel
- Personnel
- Finance
- County Administrative Office

CLERK INSTRUCTIONS
- Return Minute Order
- Return Certified Copy Of:

ATTACHMENTS
- Board Report
- Letter
- Minute Order
- Contract
- Transfer
- Grant App.
- Resolution
- Ordinance
- Proclamation
- Policy Update
- Code Update
- Other
- Agreement

RECOMMENDED ACTION/MOTION:
1. Approve the agreement for Helena Chemical Company for purchasing chemical over the $20,000.00 purchase limit.
2. Authorize the Agricultural Commissioner to sign the agreement on behalf of the County.

Reviewed By (if applicable):
Personnel Director
Department of Finance
County Administrative Officer

cc:
EXECUTIVE SUMMARY:
The Vegetation & Environmental Management program will be purchasing chemicals for the 2013/2014 bid year. Helena Chemical Company was awarded a portion of the 2013/2014 chemical bid through the VEM program. Due to the large amount of chemicals needed for the program the purchasing limit will exceed $20,000.00.

RECOMMENDATION(S):
Approve the agreement for Helena Chemical Company for purchasing chemicals over the $20,000.00 purchase limit and authorize the Agricultural Commissioner to sign the agreement on behalf of the County.

HISTORY AND BACKGROUND:
The VEM program goes out to bid every year to purchase chemicals for the various Roadside Weed Spray Programs. The type and amount of chemicals change every year, as well as the vendors who are awarded the bids. Some chemicals are used in greater quantities and some vendors are awarded multiple chemicals due to having the lower bid price. We usually exceed the $20,000.00 spending policy requirement with these vendors each year. We do not and will not know how much of the chemicals will be used until the spray season has ended. Chemicals will not be purchased unless needed for specific jobs.

FISCAL/PERSONNEL IMPACT(S):
The funding has been budgeted in the VEM 2013/2014 Budget. No additional funding is being requested. There is no personnel impact.

ANALYSIS/DISCUSION:
None.
AGREEMENT BETWEEN THE COUNTY OF GLENN
AND HELENA CHEMICAL COMPANY

Agreement Number: HCC/2014

This Agreement is entered into between the COUNTY OF GLENN ("County") and Helena Chemical Company ("Contractor") for the purpose of purchasing chemicals for the 2014 bid award period. (The bid award period is from January 1, 2014 through December 31, 2014).

1. RESPONSIBILITIES OF CONTRACTOR.
   During the term of this Agreement, Contractor shall provide chemicals to the County at the price and quantity determined by the yearly bid award (see attachment A). This contract is for the purpose of purchases of $20,000 or more during the bid award period, not to exceed $50,000.00.

2. RESPONSIBILITIES OF THE COUNTY.
   County shall pay Contractor for purchases made during the bid award period. County shall pay contractor the bid awarded price for each chemical purchased.

3. COMPENSATION.
   Contractor shall be paid the sum of the price of each chemical after submitting an invoice with the proper bid price set for each chemical per bid award.

4. BILLING AND PAYMENT.
   Contractor shall submit an invoice to County within 30 days after chemicals have been received by the County. County will pay contractor within 30 days of receipt if invoice is correct and corresponds to the bid award price.

5. TERM OF AGREEMENT.
   This Agreement shall commence on January 1, 2014, and shall terminate no later than December 31, 2014.

6. TERMINATION OF AGREEMENT.
   If Contractor fails to perform their duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner 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.
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 or referenced 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. **NON ASSIGNMENT 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 that 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. **INDEMNIFICATION.**

Contractor shall hold harmless and indemnify Glenn County, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any persons bodily injury, including death or property being damaged by Contractor or any person employed by Contractor or in any capacity during the progress of the work, whether by negligence or otherwise. 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 Contractor's independent contractor status that would establish a liability for failure to make social security or income tax withholding.
11. INSURANCE.
Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than $500,000 combined single-limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractors protective, operations, auto and non-owned auto, host liquor, personal injury, fire, and legal liability applicable to this Agreement. As an alternative, Contractor may procure and maintain the above insurance in the single limit of $1,000,000.

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.

12. NON-DISCRIMINATION.
Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical handicap.
13. 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:
Glenn County Department of Agriculture
720 North Colusa Street
P. O. Box 351
Willows, CA 95988

If to Contractor:
Helena Chemical Company
Paul Smith
3155 Southgate Lane
Chico, CA 92928

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

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

DATED: ____________________________

CONTRACTOR:

HELENA REPRESENTATIVE

Tax Identification Number

DATED: ____________________________

COUNTY OF GLENN:

JIM DONNELLY, Agricultural Commissioner
Approved as to Content and Fund Availability

APPROVED AS TO FORM:

HUSTON T. CARLYLE, JR., County Counsel
Glenn County, California