**AGENDA ITEM TRANSMITTAL**

**COUNTY OF GLENN**

**AGREEMENTS**

- **Fiscal Year:** 07/08
- **Contract No.** 1645
- **Contract:** 03/2000
- **Date of Original Contract:**
- **Amendment:**
- **New Contract:**
- **Approval Attached:**
- **County Insured:**
- **Transfer Attached:**
- **Delegation Attached:**
- **List of Support/Deficiency:**
- **Letter Attached:**
- **Draft Letter Attached:**
- **Bill Attached:**

**Recommended Action/Recommendation:**

- **Funding Source/Impact:**
- **Relevant:**
- **Federal**
- **State**
- **Local**

**LEGISLATION**

- **Receiving Committee:**
- **Public Hearing:**

**Clerk Instructions**

- **Return Certified Copy Of:**
- **Return Minutes Order:**
- **Other:**

**LEGAL/PERS/FLS**

- **Appointments:**
  - **Appointments by:**
    - **Specialty Name & Title:**

**Contact:**

**Phone:** 934-6683

**Meeting Date:** July 17, 2007

**County of Glenn**

**Decision:**

**Executive Officer:**

**Finance:**

**Director:**

**Reviewed by (if applicable):**
This contract is paid for from State and Federal Program monies. No General Funds will be used. The maximum amount of this contract is $50,000.

Fiscal/Personnel Impact(s): We have had a contract with the Inkhwell since October 3, 2000.

History and Background:

1. Approve and authorize the Health Services Director or his designee to execute the agreement with the Inkhwell for fiscal year 2007/2008.
2. Execute any future amendments or extensions to the agreement upon review by County Counsel and approval of the County Administrator.

Recommendations:

This is a purchasing agreement with the Inkhwell.

Executive Summary

Submitted by Health Services

Board Report

County of Glenn
written agreement of the parties not to exceed twelve (3) years total.

2008. The agreement may be extended for additional 12-month periods upon
This agreement shall commence on July 1, 2007, and shall terminate June 30.

TERM OF AGREEMENT

Supplying of the office supplies, an invoice for the total cost of the office supplies.
Contractor shall submit to Glenn County Health Services within 15 days after

BILLING AND PAYMENT

$50,000 (Fifty thousand dollars) for the term of this agreement.
Contractor shall be paid, not to exceed, the adjusted maximum gross amount of

COMMISSION

Authorized invoice.
County shall pay the Contractor for the purchase of office supplies, as per

RESPONSIBILITIES OF COUNTY

supplies.
During the term of this agreement, Contractor shall provide County with office

RESPONSIBILITIES OF CONTRACTOR

(“County” and The Inkwells (“Contractor” for the purchase of office supplies.
By and between the County of Glenn and

FISCAL YEAR 2007/2008
THE INKWELLS
AGREEMENT BETWEEN THE COUNTY OF GLENN AND
Contractor, Contractor may not assign, transfer, delegate or sublet any interest
inasmuch as this agreement is intended to secure the special services of

NONASSIGNMENT OF AGREEMENT.

Contractor refuses solely upon the provisions contained in this agreement and no
specifically acknowledges that in entering into and executing this agreement,
shall be effective unless in writing and signed by both parties. Contractor
benefits other than those specified herein. No changes, amendments, or alterations
understanding of the parties hereto. Contractor shall be entitle to no other

ENTIRE AGREEMENT; MODIFICATION.

materially decreased.

terminate this contract immediately upon oral notice should funding cease or be
for all work satisfactorily completed at or the date of notice. County may
terminate this agreement 30 days written notice. County shall pay Contractor
immediately upon County giving written notice to Contractor. Either party may
agreement, then County shall have the right to terminate this agreement effective
this agreement, or if Contractor violates any of the terms or provisions of this

TERMINATION OF AGREEMENT.
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 person's bodily injury.

10. EMPLOYMENT STATUS

Herein without the prior written consent of County,
NOTICES

or physical handicap.

services on the basis of race, color, creed, national origin, sex, age, marital status

Contractor will not discriminate in employment practices or in delivery of

NON-DISCRIMINATION

12.

to be engaged in work

during the life of the Agreement, Worker's Compensation for all of his employees

Worker's Compensation Insurance. The Contractor shall procure and maintain

Property Damage Insurance in an amount of not less than $500,000.

amount of not less than $1,000,000 on account of one individual or occurrence, and

depth, to any one person, and subject to the same limit for each person, in an

Liability Insurance in an amount of not less than $500,000 for injuries, including

procure and maintain, during the life of the Agreement, Contractor's Public

Contractor's Public Liability and Property Damage Insurance. Contractor shall

customary according to the nature of their respective operations.

Damage insurance and Worker's Compensation Insurance as are usual and

Contractor shall maintain such policies of Contractor's Public Liability Insurance, Property

Contractor, at its sole expense, shall procure and maintain for the term of this

INSURANCE


Withholding

that would establish a liability for failure to make social security or income tax

Board against Contractor with respect to Contractor's "independent contractor" status

determination made by the Internal Revenue Service or the State Franchise Tax

negligence or otherwise. Contractor shall also indemnify County of any adverse

by Contractor or in any capacity during the progress of the work, whether by

including death or property damage by Contractor or any person employed
Agreement with The Lwerkell

Glen County, California

Thomas C. Agnew, County Counsel

Approved As To Form

Glen County Health Services Agency

Cecilia Hussell, Chief Deputy Director

Approved By:

Glen County Health Services Agency

Scott E. Grandal, Director

COUNTY OF GLENN

Day and year set forth below:

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the

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

WILLOWS, CA 95988
P.O. Box 951
The Lwerkell

If to Contractor:

WILLOWS, CA 95988
247 N. Willows Avenue
Glen County Health Services

If to County:

Address:

Agreement shall be in writing and shall be sent first-class mail to the following:

Any notice required to be given pursuant to the terms and provisions of this