AGREEMENT BETWEEN THE COUNTY OF GLENN AND
KEN POLSON

This agreement is entered into between the GLENN COUNTY DEPARTMENT OF AGRICULTURE on behalf of the COUNTY OF GLENN, a political subdivision of the State of California, hereafter called “COUNTY” and Ken Polson ("Contractor") for the purpose of implementing and developing an Geographic Information System (GIS)-based pesticide permitting program and to assist in the development, management and implementation of computer data base programs.

1. RESPONSIBILITIES OF CONTRACTOR.

During the term of this agreement, Contractor shall: aid in the preparation and refinement of software source code that will enhance a GIS pesticide permit program, aid in development of GIS modules that will allow user interface, aid in the refinement and development of modules that will allow user to compile reports, aid and participate in the refinement of the data base management system, aid in maintaining a help menu program, aid in the refinement and upgrade of computer programming, program maintenance, maintain a timely web-page, assist in the purchase of computer hardware and related equipment, assist in the installation, configuration, conversion, training and wrap-up of Ag GIS version 3 into designated Counties and other work as assigned. At completion of this contract, the Contractor will provide County with all computer source code, operating manuals, equipment purchased with County or State funds and data produced in the performance of this Contract.

Contractor accepts and agrees to comply with all terms, provisions, conditions, and commitments of Contract Agreement between the Glenn County Department of Agriculture acting as Contract Administrator for the California Department of Pesticide Regulation and the California Agricultural Commissioners and Sealers Association, as outlined in the Ag GIS Milestone Payment Schedule – updated June 12, 2007 (Exhibit A) and the Ag GIS Line Item Budget – dated June 12, 2007 (Exhibit B).

2. RESPONSIBILITIES OF THE COUNTY.

County shall (a) Provide necessary direction, timeliness, and guidance to Contractor to allow Contractor to perform this agreement; (b) Pay contractor upon approved timecard and invoice in a timely manner.
3. **COMPENSATION.**

Contractor shall be paid $30.00 per hour for work performed starting July 1, 2007 and ending June 30, 2008. Contractor shall be paid the sum not to exceed $62,400.00 for completion of work performed in accordance with Item 4, Billing and Payment clause as stated below.

4. **BILLING AND PAYMENT.**

Contractor shall submit to Glenn County Agricultural Commissioner or his designee, monthly billing for the services described in paragraph 1, a statement of services rendered and costs incurred. Payment of any invoice shall be made only after receipt of complete, adequately supported, and properly documented invoice. The Contractor agrees that the County may retain an amount equal to ten percent (10 %) of the contract amount specified in this Agreement until completion of all work performed to the reasonable satisfaction of the County.

5. **TERM OF AGREEMENT.**

This agreement shall commence on the July 1, 2007 and shall terminate on June 30, 2008 upon the satisfactory completion of the work described in this contract.

6. **TERMINATION OF AGREEMENT.**

If contractor fails to perform his duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his 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 72-hour written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased. Should this agreement be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.

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. **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, 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. **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, 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 contractors" status that would establish a liability for failure to make social security or income tax withholding.

11. **INSURANCE.** The contractor shall have a minimum of $100,000/$300,000 public liability and $50,000 property damage or $300,000 single limit insurance coverage. Automobiles used under the contract shall be insured to a minimum of $300,000 single limit coverage.

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 address:

   If to County: Agricultural Commissioner  
   P. O. Box 351  
   720 North Colusa Street  
   Willows, CA 95988

   If to Contractor: Kenneth Polson  
   1663 Carol Avenue  
   Chico, CA 95928

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

14. **AVAILABILITY OF FUNDS.** All funding under this agreement is subject to the availability of county, state or federal funds.

15. **SOLE SOURCE**  
   Sole source justification for agreement services.
a. Contractor is the single developer of a training document and the computer hardware requirements for the prototype Ag-GIS version 3 pesticide permitting program system in use by Glenn County. The prototype system is compatible with California Department of Regulations systems and requirements.

b. Contractor will provide continuity and timely performance in this proposed phase of development of a multiphase project.

15. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this agreement for five (5) years from the termination of this agreement or until all federal or 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

_________________________________________________________
KENNETH R. POLSON     MARK D. BLACK
Agricultural Commissioner
Approved as to Content and Fund Availability

__________________________________________________________
548-08-6850
Tax Identification Number

APPROVED AS TO FORM:

__________________________________________________________
THOMAS AGIN, County Counsel
Glenn County, California