COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: April 20, 2010
Submitting Department(s):
Board of Supervisors, Supervisor Mike Murray

BRIEF SUBJECT/ISSUE DESCRIPTION:
Authorize the Chairman of the Board of Supervisors to execute agreements with Matrix Consulting Group and proceed with a Centralized Dispatch Implementation Plan.

Contact: Mike Murray
Phone: 934-6400

AGENDA PLACEMENT
APPOINTMENT – Appearances by: (Specify Name & Title)

Required ___ Minutes

☐ Business – No ☐ Consent
☐ Correspondence ☐ Reports & Notices

AFFECED DEPARTMENT(S)
☐Receive Concurrence

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

LEGAL/PERSONNEL/FISCAL
☐ County Counsel
☐ Personnel
☐ Finance
☐ County Administrative Office

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

☐ Other:

PUBLIC HEARINGS & COMMITTEE VACANCIES
☐ State ☐ Federal

Public Hearings:
☐ Published
☐ Affidavit on File w/Clerk
☐ Affected Parties Notified

Bill#: __
☐ Latest Version of Bill
☐ Draft Letter Attached
☐ List of Supporters/Opposers
☐ Statement of Relevance to County Interests
☐ Description Attached

FUNDING SOURCE/IMPACT
☐ General Fund Impact
☐ Other: CDBG Funds
☐ Budgeted
☐ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

CONTRACTS, LEASES & AGREEMENTS
☐ New ☐ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report

Date of Original Contract:
Contract No.:
Fiscal Year:

RECOMMENDED ACTION/MOTION:
Recommendation of Supervisor Murray to Authorize the Chairman of the Board of Supervisors to execute the following:

a. "Agreement between the County of Glenn and Matrix Consulting Group to Development of a Centralized Dispatch Implementation Plan, Phase I"; and
b. "Agreement between the County of Glenn and Matrix Consulting Group to Development of a Centralized Dispatch Implementation Plan, Phase II"; and
c. "Agreement between the County of Glenn and Matrix Consulting Group to Development of a Centralized Dispatch Implementation Plan, Phase III", based upon determination that the terms and conditions of Phase I & Phase II contacts have been satisfactorily completed.

Reviewed By (if applicable):

Personnel Director

Department of Finance

Cc: Dept. of Finance & Sheriff
TO: Honorable Board Members

FROM: Sandy Soeth, Clerk of the Board

DATE: April 20, 2010

SUBJECT: Agreements with Matrix Consulting Group to develop a Centralized Dispatch Implementation Plan

EXECUTIVE SUMMARY
On March 2, 2010 the Board entered into a MOU with the Cities and the County to proceed with a Centralized Dispatch Implementation Plan. Matrix Consulting Group will develop the Implementation Plan in three phases as set forth in the attached contracts.

RECOMMENDATION(S):
Authorize the Chairman of the Board of Supervisors to execute the following:

a. “Agreement between the County of Glenn and Matrix Consulting Group to Development of a Centralized Dispatch Implementation Plan, Phase I”; and
b. “Agreement between the County of Glenn and Matrix Consulting Group to Development of a Centralized Dispatch Implementation Plan, Phase II”; and
c. “Agreement between the County of Glenn and Matrix Consulting Group to Development of a Centralized Dispatch Implementation Plan, Phase III”, based upon determination that the terms and conditions of Phase I & Phase II contacts have been satisfactorily completed.

HISTORY AND BACKGROUND:
For the past several years the City of Orland, Willows, Glenn County, Willows Fire Department, Orland Fire Department and Special Fire Districts within the unincorporated county area have been meeting to discuss the feasibility of a jointly funded and collaboratively managed “centralized dispatch center“ for all emergency services. The Agencies solicited a Request for Bid for a Consultant to Develop a Centralized Dispatch Implementation Plan. The successful bidder was Matrix Consulting Group. The Agencies have prepared a M.O.U. to be presented to their respective governing bodies for approval. As of this date the Orland City Council and Willows City Council have approved the M.O.U. Attachments 1-3, which identify each phase will be brought to the Board once the payment threshold is discussed and agreed upon with Matrix Consulting Group.

FISCAL/PERSONNEL IMPACT(S):
The County of Glenn has set aside CDBG Reuse funds to pay its share of the study. There is no general fund impact. The City of Willows will pay for Phase 1 ($15,700), County will pay for Phase II ($15,700) and the City of Orland will pay Phase III ($15,700).

ANALYSIS/DISCUSSION
This implementation plan is the next logical step in the analysis of the centralized dispatch center. It will not only identify the equipment needed to keep up with the ever changing technology, but also the personnel requirements and various options for oversight of the facility.
AGREEMENT BETWEEN THE COUNTY OF GLENN
AND MATRIX CONSULTING GROUP
FOR DEVELOPMENT OF A
CENTRALIZED DISPATCH IMPLEMENTATION PLAN
PHASE 1

This agreement is entered into by and between the County of Glenn, and Matrix Consulting Group ("Contractor")
for the purpose of Developing Phase I of a Centralized Dispatch Implementation Plan.

1. RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK

During the term of this agreement, Contractor shall Develop Phase 1 of a Centralized Dispatch
Implementation Plan for the County of Glenn. Services shall be provided as follows:

Phase I

Task 1 – Identify public safety project team/task force and establish a technical review committee.
Task 2 – Meet with all public safety agencies to determine structure of a regional solution.
Task 3 – Evaluate and document the current system and identify communications options for all regional
public safety agencies.
Task 4 – With input from Project Team define new system objectives (potential voice and data systems).
Task 5 – Make recommendations as to the operational form that the new system should use (centralized
dispatch vs. distributed, etc.) and identify other governmental agencies that have successfully used a similar
approach.
Task 6 – Identify the agencies that should be included in the new system, based on a desire to participate
and operational requirements that are a good fit with the new system.
Task 7 – Identify various options for oversight and control of the operations of the new system (JPA, etc.)
and cite advantages/disadvantages of each and make recommendations.

2. RESPONSIBILITIES OF THE COUNTY

County shall pay Contractor upon receipt and approval of the itemized, monthly invoices.

3. COMPENSATION

The total amount of this agreement shall not exceed $15,700 during the time period of April 10, 2010
through April 9, 2011.

4. BILLING AND PAYMENT

Contractor shall submit monthly, itemized invoices to the Glenn County Department of Finance, Attn: Don
Santoro, 516 W. Sycamore Street, Willows, CA 95988, within thirty (30) days after completion of the
services rendered in Section 1, above.

5. TERM OF AGREEMENT

This agreement shall commence on April 10, 2010 and shall terminate on April 9, 2011.
Agreement between the County of Glenn and Matrix Consulting Group

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform said duties to the satisfaction of the County, or if the 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 thirty (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 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 the County.

9. **EMPLOYMENT STATUS/INDEPENDENT CONTRACTOR**

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
Agreement between the County of Glenn and Matrix Consulting Group

eligible for any other County benefit. It is specifically and expressly understood between the parties hereto
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/she is not, and will not become, an employee, partner, agent, or principal of County while this
agreement is in effect. Contractor agrees that he/she 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/her 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 County resulting from Contractor’s failure
to comply with these provisions.

10. **INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless Glenn 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.

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 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.
Agreement between the County of Glenn and Matrix Consulting Group

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 be twice the required per occurrence limit. 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 provide for “any auto”, code 1 as listed on the accord form “Certificates of Insurance”.

C. 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.

D. Professional Liability: 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 prior to commencement of work under this agreement. 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, Contractor shall obtain and maintain continuous 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, religion, national origin, sex, age, marital status, political affiliation, sexual orientation or disability.
Agreement between the County of Glenn and Matrix Consulting Group

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 Finance  
Don Santoro, Finance Director  
516 W. Sycamore St.  
Willows, CA 95988  
(530) 934-6400

If to Contractor:  
Matrix Consulting Group  
Richard Brady, President  
721 Colorado Avenue, Suite 101  
Palo Alto, CA 94303

Notice shall be deemed to be effective two (2) days after mailing.

14. **AVAILABILITY OF FUNDS**

All funding under this contract is subject to the availability of funds.

15. **RIGHT TO MONITOR AND AUDIT**

County shall have the right to monitor all work performed, as well as to review all records and procedures to assure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Contractor is required to provide a copy of their business license and certificate of liability insurance to County prior to commencement of services.

16. **COUNTY CONTACT**

Don Santoro, Director of Finance, 516 W. Sycamore St., Willows, CA 95988. (530) 934-6476

Email: dsantoro@countyofglenn.net. FAX (530) 934-6421
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

MATRIX CONSULTING GROUP:

Signature of Contractor ___________________________  Date _________________________

Print Name of Contractor ___________________________  Area Code and Phone __________

Physical Address _________________________________  City, State, and Zip code __________

Contractor’s Federal Tax I.D. Number ________________  Business Entity ________________

Social Security Number of Owner ____________________

GLENN COUNTY:

Steve Soeth, Chairman  Date _________________________
Board of Supervisors
Glenn County

ATTEST:

Sandy Soeth, Clerk of the Board  APPROVED AS TO FORM:
County of Glenn, California  ____________________________________________

County of Glenn, California
AGREEMENT BETWEEN THE COUNTY OF GLENN
AND MATRIX CONSULTING GROUP
FOR DEVELOPMENT OF A
CENTRALIZED DISPATCH IMPLEMENTATION PLAN
PHASE II

This agreement is entered into by and between the County of Glenn, and Matrix Consulting Group ("Contractor") for the purpose of Developing Phase II of a Centralized Dispatch Implementation Plan.

1. RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK
   During the term of this agreement, Contractor shall Develop Phase II of a Centralized Dispatch Implementation Plan for the County of Glenn. Services shall be provided as follows:

   **Phase II**
   Task 8 – Based on new system objectives, costs and a thorough review of available systems, identify recommended option.
   Task 9 – Identify a proposed regional partnership that would be necessary to share costs, build and govern the new communications system.
   Task 10 – Design a complete Public Safety communications system, including dispatch center, field "repeater" sites and mobile units.
   Task 11 – Identify and provide analysis of potential sites for Centralized Public Safety / Emergency Center, including an estimated budget for the site acquisition, construction, debt service, equipment and on-going operation of center.
   Task 12 – Develop and engineer a strategy for the coordination and licensing of the necessary frequencies for the new emergency radio system.
   Task 13 – Identify potential funding sources.

2. RESPONSIBILITIES OF THE COUNTY
   County shall pay Contractor upon receipt and approval of the itemized, monthly invoices.

3. COMPENSATION
   The total amount of this agreement shall not exceed $15,700 during the time period June 10, 2010 through June 9, 2011.

4. BILLING AND PAYMENT
   Contractor shall submit monthly, itemized invoices to the Glenn County Administration, Attn: Don Santoro, 516 W. Sycamore Street, Willows, CA 95988, within thirty (30) days after completion of the services rendered in Section 1, above.

5. TERM OF AGREEMENT
   This agreement shall commence on June 10, 2010 and shall terminate on June 9, 2011.
Agreement between the County of Glenn and Matrix Consulting Group

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform said duties to the satisfaction of the County, or if the 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 thirty (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 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 the County.

9. **EMPLOYMENT STATUS/INDEPENDENT CONTRACTOR**

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
Agreement between the County of Glenn and Matrix Consulting Group

eligible for any other County benefit. It is specifically and expressly understood between the parties hereto 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/she is not, and will not become, an employee, partner, agent, or principal of County while this agreement is in effect. Contractor agrees that he/she 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/her 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 County resulting from Contractor’s failure to comply with these provisions.

10. **INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless Glenn 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.

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 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.
Agreement between the County of Glenn and Matrix Consulting Group

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 be twice the required per occurrence limit. 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 accord form “Certificates of Insurance”.

C. 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.

D. Professional Liability: 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 prior to commencement of work under this agreement. 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, Contractor shall obtain and maintain continuous 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, religion, national origin, sex, age, marital status, political affiliation, sexual orientation or disability.
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 Finance  
Don Santoro, Finance Director  
516 W. Sycamore St.  
Willows, CA 95988  
(530) 934-6400

**If to Contractor:**
Matrix Consulting Group  
Richard Brady, President  
721 Colorado Avenue, Suite 101  
Palo Alto, CA 94303

Notice shall be deemed to be effective two (2) days after mailing.

14. **AVAILABILITY OF FUNDS**

All funding under this contract is subject to the availability of funds.

15. **RIGHT TO MONITOR AND AUDIT**

County shall have the right to monitor all work performed, as well as to review all records and procedures to assure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Contractor is required to provide a copy of their business license and certificate of liability insurance to County prior to commencement of services.

16. **COUNTY CONTACT**

Don Santoro, Director of Finance, 516 W. Sycamore St., Willows, CA 95988. (530) 934-6476

Email: dsantoro@countyofglenn.net  FAX (530) 934-6421
Agreement between the County of Glenn and Matrix Consulting Group

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

CONTRACTOR:

______________________________
Signature of Contractor

______________________________
Date

______________________________
Print Name of Contractor

______________________________
Area Code and Phone

______________________________
Physical Address

______________________________
City, State, and Zip code

______________________________
Contractor’s Federal Tax I.D. Number

______________________________
Business Entity

______________________________
Social Security Number of Owner

GLENN COUNTY:

______________________________
Steve Soeth, Chairman
Board of Supervisors
Glenn County

______________________________
Date

ATTEST:

______________________________
Sandy Soeth, Clerk of the Board
County of Glenn, California

APPROVED AS TO FORM:

Huston Carlyle, Jr., County Counsel
County of Glenn, California
AGREEMENT BETWEEN THE COUNTY OF GLENN
AND MATRIX CONSULTING GROUP
FOR DEVELOPMENT OF A
CENTRALIZED DISPATCH IMPLEMENTATION PLAN
PHASE III

This agreement is entered into by and between the County of Glenn, and Matrix Consulting Group ("Contractor")
for the purpose of Developing Phase III of a Centralized Dispatch Implementation Plan.

1. **RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK**

   During the term of this agreement, Contractor shall Develop Phase III of a Centralized Dispatch
   Implementation Plan for the County of Glenn. Services shall be provided as follows:

   **Phase III**
   
   Task 14 – Develop implementation Plan, including estimated timeline.
   Task 15 – Establish draft procedures for possible system administrations, reporting, programming and maintenance support.
   Task 16 – Provide draft report to project team for review, making any necessary revisions identified by project team.
   Task 17 – Prepare final report and submit to project team for final review.
   Task 18 – Make presentation to governing board at a Public Hearing.
   Task 19 – Prepare and submit approved final report to CDBG.

2. **RESPONSIBILITIES OF THE COUNTY**

   County shall pay Contractor upon receipt and approval of the itemized, monthly invoices.

3. **COMPENSATION**

   The total amount of this agreement shall not exceed $15,700 during the fiscal year 2011/12 (July 1, 2011 – June 30, 2012).

4. **BILLING AND PAYMENT**

   Contractor shall submit monthly, itemized invoices to the Glenn County Administration, Attn: Don Santoro, 516 W. Sycamore Street, Willows, CA 95988, within thirty (30) days after completion of the services rendered in Section 1, above.

5. **TERM OF AGREEMENT**

   This agreement shall commence within 30 days upon the satisfactory completion of Phase I and II contracts (as determined by the County in its sole discretion, which discretion shall not be unreasonably withheld) and in no event commence later than July 1, 2011.
6. **TERMINATION OF AGREEMENT**

   If Contractor fails to perform said duties to the satisfaction of the County, or if the 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 thirty (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 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 the County.

9. **EMPLOYMENT STATUS/INDEPENDENT CONTRACTOR**

   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
Agreement between the County of Glenn and Matrix Consulting Group

eligible for any other County benefit. It is specifically and expressly understood between the parties hereto 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/she is not, and will not become, an employee, partner, agent, or principal of County while this agreement is in effect. Contractor agrees that he/she 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/her 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 County resulting from Contractor’s failure to comply with these provisions.

10. **INDEMNIFICATION**
Contractor shall indemnify, defend and hold harmless Glenn 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.
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 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.
Agreement between the County of Glenn and Matrix Consulting Group

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 be twice the required per occurrence limit. 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 accord form “Certificates of Insurance”.

C. 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.

D. Professional Liability: 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 prior to commencement of work under this agreement. Insurance certificates provided by a non exception 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, Contractor shall obtain and maintain continuous 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, religion, national origin, sex, age, marital status, political affiliation, sexual orientation or disability.
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 Finance  
Don Santoro, Finance Director  
516 W. Sycamore St.  
Willows, CA 95988  
(530) 934-6400

If to Contractor:  
Matrix Consulting Group  
Richard Brady, President  
721 Colorado Avenue, Suite 101  
Palo Alto, CA 94303

Notice shall be deemed to be effective two (2) days after mailing.

14. **AVAILABILITY OF FUNDS**

All funding under this contract is subject to the availability of funds.

15. **RIGHT TO MONITOR AND AUDIT**

County shall have the right to monitor all work performed, as well as to review all records and procedures to assure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Contractor is required to provide a copy of their business license and certificate of liability insurance to County prior to commencement of services.

16. **COUNTY CONTACT**

Don Santoro, Director of Finance, 516 W. Sycamore St., Willows, CA 95988. (530) 934-6476

Email: dsantoro@countyofglenn.net. FAX (530) 934-6421
Agreement between the County of Glenn and Matrix Consulting Group

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

CONTRACTOR:

Signature of Contractor ___________________________ Date ________________

Print Name of Contractor ___________________________ Area Code and Phone ___________________________

Physical Address __________________________________ City, State, and Zip code ___________________________

Contractor's Federal Tax I.D. Number ________________ Business Entity ___________________________

Social Security Number of Owner ____________________

GLENN COUNTY:

______________ Date ________________
Steve Soeth, Chairman
Board of Supervisors
Glenn County

ATTEST:

Sandy Soeth, Clerk of the Board
County of Glenn, California

APPROVED AS TO FORM:

Huston Carlyle, Jr., County Counsel
County of Glenn, California