MEMORANDUM
OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Teri Sayad Ivaldi, Senior Administrative Aide

DATE: June 21, 2011

SUBJECT: Approve the contract with Sharon Howard to provide secretarial services to the Municipal Advisory Councils as assigned.

ACTION REQUESTED

Approve the contract with Sharon Howard to provide secretarial services to the Municipal Advisory Councils as assigned.

BACKGROUND

Contracted MAC secretaries provide services to a specifically assigned Municipal Advisory Council. In the event a MAC secretary is unable to attend a meeting, this contract provides a back-up secretary to perform secretarial duties for any of the 14 MACs.

The duties of the MAC Secretary include:

- Transcribe assigned regular meeting agendas for MAC meetings, as requested, to be publicly posted and mailed no later than 72 hours prior to each regular meeting.
- Transcribe assigned special meeting agendas for MAC meetings, as requested, to be publicly posted and mailed no later than 72 hours prior to each special meeting.
- Attend regular and special MAC meetings, as requested.
- Prepare summary minutes for assigned regular and special MAC meeting of a MAC, as requested, to be completed no later than two weeks after the meeting.
- Distribute agendas and minutes for the MAC, as requested.
- Transcribe and distribute correspondence prepared by the MAC chair or other members, as directed by the MAC chair.

FISCAL IMPACT

Funding is allocated within the Board of Supervisors' budget. The amount is $150 per meeting.

DESCRIPTION:
CONTRACT FOR PROFESSIONAL SERVICES FOR SECRETARIAL DUTIES FOR THE MUNICIPAL ADVISORY COUNCILS AS ASSIGNED.

CONTRACT NO. _____
BEGINS: June 21, 2011
ENDS: _____
ADMINISTERING AGENCY: BOS

This agreement made on June 21, 2011, by the County of Placer, referred to hereafter as *COUNTY* and Sharon Howard, referred to hereafter as *SECOND PARTY*.

WITNESSETH:

WHEREAS, the COUNTY wishes to obtain certain services, and

WHEREAS, SECOND PARTY is willing to perform such services,

NOW, THEREFORE, in consideration of the mutual agreements described below, the contract is agreed by the parties signing below as follows:

1. SCOPE OF WORK COUNTY hires SECOND PARTY as an independent contractor to do the work listed in the Section entitled *Scope of Work*, attached as Exhibit A.

2. AMENDMENT OF SCOPE OF WORK Said *Scope of Work* may be amended with the written approval of the Board of Supervisors. However, no such amendments will create any additional liability to the COUNTY or additional compensation to the SECOND PARTY without further action by the Board of Supervisors.

3. TIME OF COMPLETION SECOND PARTY agrees to complete all work and other duties as described in the *Scope of Work.*

4. PROGRESS REPORTS SECOND PARTY shall submit progress reports and prepared documents as requested by COUNTY.

5. AMOUNT OF PAYMENT COUNTY shall pay the sum of *one-hundred fifty dollars ($150)* per meeting to SECOND PARTY as full payment for all services described below, performed for a regular or special MAC meeting. COUNTY shall pay the sum of fifty dollars ($50.00) per meeting to SECOND PARTY as full payment for services performed when a MAC meeting is cancelled. SECOND PARTY may be reimbursed for additional expenses incurred while completing the work required by this contract, upon submission of approved minutes with an invoice and all receipts and with the prior approval of COUNTY staff.

6. PAYMENT SCHEDULE Payment shall be made to SECOND PARTY as described in the attached Exhibit A under *Payment Schedule* for completion and acceptance of the work described in the *Scope of Work*; and for documented expenses approved by COUNTY staff.

7. RECORDS SECOND PARTY shall maintain during the period of this contract complete detailed records of work performed under this agreement in a form

acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to SECOND PARTY until COUNTY is satisfied that work of such value has been completed as described in this contract.

8. EMPLOYEES OF SECOND PARTY All persons performing services for SECOND PARTY shall be solely employees of SECOND PARTY and not employees of COUNTY. SECOND PARTY shall be solely responsible for the salaries and other benefits, including Workmen's Compensation, of all such personnel.

9. HOLD HARMLESS SECOND PARTY agrees to hold harmless and indemnify COUNTY from every claim or demand of any kind or nature whatsoever which may be made by any person resulting from the action or inaction of SECOND PARTY or his/her officers, agents or employees under the terms of this agreement, and further agrees, at his/her own cost, expense and risk to defend any and all actions, suits, or other legal proceedings which may be brought against COUNTY as a result of such action or inaction, and further agrees that he/she will pay or satisfy any judgment which may be rendered therein.

10. NON-ASSIGNABILITY This contract, and the rights and duties it describes, shall not be assigned in whole or in part without the express written consent of COUNTY.

11. INSURANCE SECOND PARTY shall, at the time of signing this agreement, file with the COUNTY a Certificate of Insurance showing automobile liability coverage in the amount of not less than $100,000/ $300,000 Bodily Injury; and $25,000 Property Damage.

12. CANCELLATION This agreement may be canceled by either party upon the giving of ten (10) days' advance written notice. Written notice shall be personally served or delivered by United States mail. In the event of cancellation by COUNTY, SECOND PARTY shall be paid for all work performed to the date of cancellation.

IN WITNESS WHEREOF, the parties signing below have executed this agreement on the day and year noted above.

COUNTY OF PLACER – COUNTY EXECUTIVE OFFICE

Thomas M. Miller, County Executive Officer

SECOND PARTY

Sharon Howard

APPROVED AS TO FORM:

Anthony J. La Bouff, County Counsel

EXHIBIT A

SCOPE OF WORK

1. Transcribe assigned regular meeting agendas for MAC meetings, as requested, to be publicly posted and mailed no later 72 hours prior to each regular meeting.
2. Transcribe assigned special meeting agendas for MAC meetings, as requested, to be publicly posted and mailed no later than 72 hours prior to each special meeting.
3. Attend assigned regular and special MAC meetings, as requested.
4. Prepare summary minutes for assigned regular and special MAC meeting of a MAC, as requested, to be completed no later than two weeks after the meeting.
5. Distribute agendas and minutes for the MAC, as requested.
6. Transcribe and distribute correspondence prepared by the MAC chair or other members, as directed by the MAC chair.

PAYMENT SCHEDULE

Payment shall be upon receipt of a detailed invoice *along with a draft or approved copy of minutes for said meeting(s).* Payment will occur on or before the 25th day of the month following submission by SECOND PARTY to COUNTY of an invoice for the completed work; and for documented expenses approved by COUNTY staff.