

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Edible Food Generator and Food Recovery Organization Education and Inspection Services
CONTRACT NO. HHS00000X
BEGINS: _____, 2022
ADMINISTERING AGENCY: Health and Human Services, Environmental Health

This is an Agreement made and operative as of the _____ day of _____, 2022, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the _____, hereinafter referred to as "CITY/TOWN", both parties being political subdivisions of the State of California.

WHEREAS, CITY has the authority and is required to implement the requirements of Senate Bill 1383 as adopted in regulatory text Code California Code of Regulations Title 14, Division 7, Chapter 3 to reduce organic waste, including edible food, from disposal in landfills, and

WHEREAS, the COUNTY has the responsibility and expertise to provide to consumers food that is safe, unadulterated, and honestly presented through the adoption of science-based standards in accordance with statewide health and sanitation standards, regulations, and laws in accordance with the California Retail Food Code, and

WHEREAS, COUNTY is specially trained, experienced, and competent to provide educational resources to and perform inspections of edible food generators and food recovery organizations as defined in Senate Bill 1383 and CITY has determined to rely on such representations, and

WHEREAS, CITY has determined that it is beneficial for COUNTY to provide educational resources and specified inspection services of edible food generators and food recovery organizations as defined in Senate Bill 1383 through the Environmental Health Division of the Placer County Health and Human Services Department, and COUNTY has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** CITY agrees to coordinate with COUNTY and delegate authority to COUNTY to provide CITY with services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CITY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY may collect fees from CITY or directly from facilities identified by CITY as subject to SB1383 requirements. For fees incurred that have not been directly paid from facilities, CITY will pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant

to this Agreement. This payment amount shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to CITY on a monthly basis, within 30 days of the close of each calendar month. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

CITY'S INVOICING ADDRESS

Attn: _____

- 5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

- 6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from ____ ____, 2022 until terminated by either party.

7. **TERMINATION:**

- 7.1. CITY and COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. If the CITY gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.
- 7.2. In the event CITY terminates this Agreement, COUNTY shall be paid for all work performed according to the County's fee schedule.

8. **RECORDS:**

- 8.1. If Agreement is state or federally funded, COUNTY will be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7).

- 9. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit B, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

- 10. **CONFIDENTIALITY of RECORDS and INFORMATION:** COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify CITY of any discovered instances of breaches of confidentiality. COUNTY will ensure that any subcontractors' agents receiving

confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
 Placer County Dept. of Health and Human Services
 3091 County Center Drive, Suite 290
 Auburn, CA 95603

If to CITY: _____

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **NONDISCRIMINATION:** During the performance of this Agreement, CITY and COUNTY shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
13. **ASSIGNMENT:** COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of CITY. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
14. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CITY. This Agreement shall not restrict COUNTY from entering into similar, equal or like goods and/or services with other entities or sources. COUNTY shall only provide those services as defined by this agreement.
15. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
16. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
17. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other

electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

_____ (“CITY”) *

_____ Signature
_____ Print Name
Date: _____

COUNTY OF PLACER (“COUNTY”)

_____ Robert L. Oldham, Director, Department of Health & Human Services
Date: _____

Approved as to Form
Office of City Attorney

_____ Signature
_____ Print Name
Date: _____

Approved as to Form
Office of Placer County Counsel

_____ Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES:

- 1.1. COUNTY shall perform services within the incorporated jurisdiction of CITY. CITY herein designates the COUNTY, and the COUNTY herein agrees to conduct inspections of edible food generators and food recovery organizations on behalf of the CITY for purposes set forth in this contract.
- 1.2. COUNTY will provide education and perform inspection within CITY'S jurisdiction to determine compliance with the following Code Sections: Title 14, CCR Sections 18985.2); ,18991.1 - 18991.5, and 18995.1.
- 1.3. COUNTY will provide annually (each July 1st) a list of eligible food generators and food recovery organizations located within the jurisdiction to the CITY. CITY will be responsible for review and validation of the list. CITY will approve edible food generators and food recovery organizations to be inspected by the COUNTY. COUNTY agrees to provide CITY with accurate documentation and reports, compliant with SB 1383, regarding education and inspection services provided by COUNTY.
- 1.4. COUNTY may collect fees from facilities identified by CITY as subject to SB1383 requirements to recover cost of providing services and shall retain all such fees. CITY is responsible for paying fees not submitted by such facilities.
- 1.5. If CITY requires additional services outside of this agreement, a separate agreement for those services will be established.

PAYMENT PROVISIONS

This is a fee for services contract. COUNTY will be paid for services at the current Commercial Edible Food Generator Fee rate listed on the COUNTY Environmental Health Fee Schedule, or otherwise approved by the Board. All rates are per inspection. At the time of execution, the current county fee is \$103 per inspection, which is subject to adjustment by the Board of Supervisors. The fee in effect at the time will be the applicable fee for the duration of this agreement.

COUNTY may collect fees from CITY or directly from facilities identified by CITY as subject to SB1383 requirements. CITY is responsible to paying COUNTY for fees it is unable to collect from facilities.

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PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CITY hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY. CITY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY or the COUNTY or to enlarge in any way the CITY'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing. City's evidence of self-insured status shall meet these requirements.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CITY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY.

CITY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CITY in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CITY carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CITY carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CITY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CITY shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

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8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CITY shall be responsible for all deductibles in all of the CITY's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY's Obligations - CITY'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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