



RESOLUTION No. 17-341

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A PERSONAL SERVICES CONTRACT WITH MAILING SYSTEMS INC. FOR THE PRINTING AND MAILING OF PROPERTY TAX BILLS

WHEREAS, the Nevada County Tax Collector is responsible for the billing and collecting of over \$200M in Nevada County property related taxes, annually; and

WHEREAS, since 2009, Mailing Systems Inc. has provided for the printing and mailing of the over 70,000 county tax bills annually; and

WHEREAS, the Personal Services Agreement ("Agreement") between the County of Nevada and Mailing Systems, Inc., establishes the terms and conditions of the layout and delivery of these tax bills and the associated costs of the printing, mailing and processing of these annual bills.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract, by and between the County of Nevada and Mailing Systems, Inc., pertaining to the printing and mailing of tax bills for the term of July 1, 2017 through June 30, 2018 for a maximum contract amount of \$33,000 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account 0101-10203-231-1000-521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

6/27/2017 cc: T&TC*
AC* (Hold)

7/7/2017 cc: T&TC*
AC* (Release)
MS, Inc.

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor's Name: Mailing Systems, Inc

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services: Printing and Mailing of Property Tax Bills**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$33,000
(§3) **Contract Beginning Date:** 07/01/2017 **Contract Termination Date:** 06/30/2018
(§4) **Liquidated Damages:** NA

INSURANCE POLICIES

Designate all required policies:

| | | Req'd | Not Req'd |
|------|--------------------------------------------------------|---------------|---------------|
| (§6) | Commercial General Liability (\$1,000,000) | <u>X</u> | <u> </u> |
| (§7) | Automobile Liability (\$ 300,000) Personal Auto | <u> </u> | <u>X</u> |
| | (\$1,000,000) Business Rated | <u> </u> | <u>X</u> |
| | (\$1,000,000) Commercial Policy | <u> </u> | <u> </u> |
| (§8) | Worker's Compensation | <u>X</u> | <u> </u> |
| (§9) | Errors and Omissions (\$1,000,000) | <u> </u> | <u>X</u> |

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:** _____

Contact Person:

()

e-mail:

Contact Person:

()

e-mail:

Contractor is a: (check all that apply)

| | | | | | | | | |
|--------------|---------------|---------|---------------|--------|---------------|-------|---------------|------------|
| Corporation: | <u>X</u> | Calif., | <u> </u> | Other, | <u> </u> | LLC, | <u> </u> | Non-profit |
| Partnership: | <u> </u> | Calif., | <u> </u> | Other, | <u> </u> | LLP, | <u> </u> | Limited |
| Person: | <u> </u> | Indiv., | <u> </u> | Db, | <u> </u> | Ass'n | <u> </u> | Other |

EDD: Independent Contractor Worksheet Required: Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:

| | Req'd | Not Req'd |
|-------------------------------------------------------------------------------|---------------|---------------|
| Exhibit A: Schedule of Services (Provided by Contractor) | <u>X</u> | <u> </u> |
| Exhibit B: Schedule of Charges and Payments (Paid by County) | <u>X</u> | <u> </u> |
| Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) | <u> </u> | <u>X</u> |
| Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) | <u> </u> | <u>X</u> |



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;