



Administering Agency: TAHOE TRUCKEE COMMUNITY FOUNDATION

Contract Number _____

Contract Description: Project Coordinator for Tahoe Truckee Future Without Drug Dependency (TT-FWDD) Program

Contract Term: October 1, 2018 through September 30, 2019

HEALTH EDUCATION COORDINATOR AGREEMENT

THIS AGREEMENT is, by and between the Tahoe Truckee Community Foundation, a nonprofit organization ("TTCF") and the County of Nevada, a political subdivision of the State of California ("County"), who agree as follows:

1. Services: Subject to the terms and conditions set forth in this Agreement, County shall provide the services described in Exhibit A. County shall provide said services at the time, place, and in the manner specified herein.

2. Payment: TTCF shall pay Health Education Coordinator at an hourly rate of \$63.11 per hour, plus related approved expenses, for a total amount not to exceed \$39,380 over the contract period. If staff costs increase during the course of the Agreement, TTCF will reimburse County at the new rate, but County will adjust the number of service hours as needed to stay within the contract maximum. County shall provide invoices to TTCF on a quarterly basis, within 30 days of the close of each quarter. Invoices shall include detail on the services provided during the billing period. TTCF will review, approve, and pay all valid invoices within 30 days of receipt.

Invoices for payment shall be submitted to the following address, and shall include the contract number indicated on the first page of this Agreement, the Health Education Coordinator name and remittance address, and all additional specific information indicated herein:

Tahoe Truckee Community Foundation
Attn: Accounts Payable
PO Box 366
Truckee, California 96160
(530) 587-1776

3. Facilities, Equipment and Other Materials, and Obligations of County: County shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

4. Exhibits: All exhibits referred to herein will be attached hereto and by this reference incorporated herein.

5. Time for Performance: Time is of the essence. Failure of County to perform any services within the time limits set forth herein shall constitute material breach of this contract.

6. Amendments: This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement 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 TTCF or provide additional compensation to County except as explicitly set forth in this or amended Agreement.

7. Independent Contractor: At all times during the term of this Agreement, County shall be an independent contractor and shall not be an employee of TTCF. TTCF shall have the right to control

County only insofar as the results of County's services rendered pursuant to this Agreement. TTCF shall not have the right to control the means by which County accomplishes services rendered pursuant to this Agreement.

8. Licenses, Permits, Etc.: County represents and warrants to TTCF that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Health Service Coordinator to practice his profession.

9. Time: County shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of County's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. Insurance: County shall file with TTCF concurrently herewith a Certificate of Insurance, in companies acceptable to TTCF evidencing all coverages, limits, and endorsements listed below:

- a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Workers' 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.

Each Workers' 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 Tahoe Truckee Community Foundation."

- b. **GENERAL LIABILITY INSURANCE:**

- i. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of County, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by County in this Agreement.

- ii. One of the following forms is required:

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

- iii. If County 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

- iv. If County 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).

v. Special Claims Made Policy Form Provisions:

County shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of TTCF, 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 Consultant shall contain language providing coverage up to six (6) months 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.
- c. **ENDORSEMENTS:** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:
 - i. "The Tahoe Truckee Community Foundation, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- d. **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.
- e. **PROFESSIONAL LIABILITY INSURANCE:**
 - i. Professional Liability Insurance coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) in aggregate.
11. **Indemnity:** County shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. TTCF shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of County and TTCF that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents. It is also the intention of County and TTCF that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence.
12. **Contractor Not Agent:** Except as TTCF may specify in writing County shall have no authority, express or implied, to act on behalf of TTCF in any capacity whatsoever as an agent. County shall have no authority, express or implied pursuant to this Agreement to bind TTCF to any obligation whatsoever outside the terms of this Agreement.
13. **Assignment Prohibited:** County may assign its rights and obligations under this Agreement only upon the prior written approval of TTCF said approval to be in the sole discretion of TTCF.
14. **Personnel:** County shall assign only competent personnel to perform services pursuant to this Agreement.

15. Standard of Performance: County shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Health Education Coordinator is engaged in the geographical area in which Health Education Coordinator practices its profession. All products of whatsoever nature which County delivers to TTCF pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing his profession.

16. Termination:

- a. TTCF shall have the right to terminate this Agreement upon thirty (30) working days' advance notice to County. In the event TTCF shall give notice of termination, County shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event TTCF shall terminate this Agreement:
 - i. County shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of non-privileged communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - ii. TTCF shall have full ownership and control of all such writings delivered by County pursuant to this Agreement.
- b. TTCF shall pay County the reasonable value of services rendered by County to the date of termination pursuant to this Agreement not to exceed the amount documented by County and approved by TTCF as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified herein.
- c. County may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the TTCF.

17. Nondiscrimination: During the performance of this Agreement, 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 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.

18. Records: County shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to TTCF, and TTCF 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 County until TTCF is satisfied that work of such value has been rendered pursuant to this Agreement. However, TTCF shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

19. Ownership of Information: All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of TTCF, and County agrees to deliver reproducible copies of such documents to TTCF on completion of the services hereunder.

20. Entirety of Agreement: This Agreement contains the entire agreement of County and TTCF 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.

21. Governing Law: This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

22. Notification: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

Tahoe Truckee Community Foundation:

County of Nevada:

Tahoe Truckee Community Foundation
Attn: Stacy Caldwell, CEO
PO Box 366
Truckee, California 96161
Phone: 530/587-1776
Fax: 530/550-7985

Nevada County Public Health Department
Attn: Jill Blake
500 Crown Point Circle, Suite 110
Grass Valley, California 95945
Phone: 530/265-1732
Fax: 530/271-0837

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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

COUNTY OF NEVADA:

TAHOE TRUCKEE COMMUNITY FOUNDATION:

Jill Blake
Public Health Director
Date: _____

Stacy Caldwell
CEO
Date: 7-8-19

Honorable Richard Anderson
Chair, Board of Supervisors
Date: _____

EXHIBITS:
Exhibit A – Scope of Services

Attest

Julie Patterson-Hunter
Clerk of the Board of Supervisors

Approved as to Form
Office of Nevada County Counsel

EXHIBIT A
SCOPE OF SERVICES

Tahoe Truckee Community Foundation is the fiscal agent of the federal SAMHSA (Substance Abuse and Mental Health Services Administration) Drug Free Communities Support Program grant awarded for the Tahoe Truckee Future without Drug Dependency (TT-FWDD) Project. The goal of the program is to involve and engage the local community to prevent and reduce substance use among youth. As a component of this project, TTCF wishes to contract for the services of a County Health Education Coordinator to serve as Project Coordinator for the TT-FWDD Program. County shall provide services including:

1. Supply .30 Full Time Equivalent of a Health Education Coordinator to serve as a Project Coordinator.
2. Health Education Coordinator shall provide an average of 12 hours per week to:
 - Coordinate project services and activities including training, communication, data collection, and dissemination.
 - Provide support for Coalition members, the Coalition Leadership Committee (CLC), and Collaborators.
 - Attend scheduled Coalition CLC meetings.
 - Provide guidance to the CLC in the assessment of community needs and the identification of existing resources to meet existing needs.
 - Assist in the development of plans of action to carry out the mission of the Coalition.
 - Serve as an ambassador to the community concerning the mission and philosophy of the Coalition.
 - Work with the CLC to implement a mechanism for evaluating and monitoring the plans and strategies of the coalition.
 - Assist in the recruitment of Coalition members with an eye toward the creation of a diverse membership.

The number of service hours provided may be adjusted to stay within the contract maximum.