

# First 5 Trinity County Children and Families Commission Contract



This Contract is between the First 5 Trinity County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as "the Commission", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

<b>Contract Title: Children's Garden Project</b>			
The Term of This Contract begins on July 1, 2017 and ends on June 30, 2018.			
Terms	Net 30	Not to Exceed Price:	\$17,151.06
Contractor Contact Information		Commission Contact Information	
Contractor	<b>Northwest CA Resource Conservation and Development Council</b>	First 5	<b>Trinity County Children &amp; Families Commission</b>
Address	P.O. Box 2183	Address	P.O. Box 1362
City, State & ZIP	Weaverville, CA 96093	City, State & Zip	Weaverville, CA 96093
Contact	Sandra Perez	Contact	Suzi Kochems, Executive Director
Telephone	530-623-3967, ext.112	Telephone	530.228.7811
Email	sperez@5counties.org	Email	skochems@trinitycounty.org

**WHEREAS**, Commission desires to have work described in the Attachment II - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments as indicated below:

- Attachment I – Insurance Requirements for County Contracts; Attachment IA – if applicable
- Attachment II – Scope of Work
- Attachment III – Terms and Conditions
- Attachment IV – Budget

*I certify that no unauthorized alterations have been made to Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."*

  
 Suzi Kochems, Director Children & Families Commission
 
 7/26/17  
 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**First 5 Trinity County Children & Families Commission**

**Northwest CA Resource Conservation and Development Council**

  
 Liz Hamilton, Chair
 
 8-28-17  
 Date

  
 Patrick Truman, Vice President
 
 8/2/17  
 Date

**ATTACHMENT I  
STANDARD INSURANCE REQUIREMENTS**

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

**A. MINIMUM SCOPE OF INSURANCE.**

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California.
- 3.) Workers' Compensation Insurance - As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

**B. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify Commission if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **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 Certificate of Insurance.
- 3.) **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.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the Commission. At the option of the Commission, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Commission, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS.**

**General liability insurance policies shall be endorsed to state:**

- a.) The Commission, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Commission, its officers, officials, employees or volunteers.
- b.) Contractor's insurance coverage shall be primary insurance as respects the Commission, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**F. VERIFICATION OF COVERAGE.**

Contractor shall furnish the Commission certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the Commission before work under the contract has begun. The Commission reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to Commission written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify Commission within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

## Attachment II -- SCOPE OF WORK – CONTRACTOR RESPONSIBILITIES

<b>Program Name:</b> Children's Garden Project	<b>Target Group:</b> Young families with children ages 0-5		<b>Program Goal:</b> To promote and support healthy and sustainable lifestyles, youth development, community involvement and self-reliance by teaching young children and their families how to grow, prepare and sustain healthy food.		
<b>Program Objectives:</b>	<b>Activities:</b> What we do	<b>Outputs:</b> Numbers we count in our programs	<b>Outcomes:</b> Short-term changes in learning (knowledge, skills, awareness, etc.) & medium-term changes in action (behavior, practice, etc.)	<b>Indicators:</b> How we measure success	<b>Impacts:</b> Hoped for, long-term changes in conditions or systems
<b>OBJECTIVE 1:</b> To increase a family's access to healthy food	Recruit garden participants from local young (preschool age) children groups.  Establish linkages with local social service agencies and other providers of services to low-income families in order to recruit families from low-income and marginalized populations  Offer gardening resources to project participants, on and off-site, that they can use for a home garden such as seeds/starts.  Harvest from gardens to be used in class and provided to the garden participants in healthy recipes food demonstrations. Excess harvest may be distributed at outreach events depending on timing and crop availability.	# of garden participants from various backgrounds  # of partner agencies contacted regarding referrals to the garden project  # of garden participants from various backgrounds  # of project participants reached at outreach events.	Outcome 1.1: Increased consumption of local and organic produce by garden participants	Garden participants report increased consumption of fresh produce (fruits and vegetables, depending on what is grown)	Improved nutritional intake and diversity of food consumed by garden participants and their families / Improved sense of self-sufficiency by garden participants
<b>OBJECTIVE 2:</b> To increase community members' skills, knowledge, and behaviors around healthy food and an active lifestyle	Weekly to Monthly gardening workshops conducted, that will include nutrition, physical activity, including informal learning opportunities.	# and type of informal learning opportunities  # and type of garden workshops  # of gardening hours invested (in total / by garden participants)	Outcome 2.1: Increased knowledge, skills and behaviors for growing organic vegetables   Outcome 2.2: Increased physical activity and enjoyment of the outdoors	Garden participants report and demonstrate increased knowledge, skills and behaviors for growing food  Garden participants report and demonstrate increased physical	Improved capacity and physical health among garden participants / Improved sustainability of local and organic food systems (ultimate)

## Attachment II -- SCOPE OF WORK – CONTRACTOR RESPONSIBILITIES

				activity and enjoyment of the outdoors	
<b>OBJECTIVE 3:</b> To reduce social isolation, (promote leadership) and increase connection to a variety of supports for community members	Create a safe and inviting garden space where participants experience acceptance and tolerance and are eager to visit.	Ensure that: 1) the garden is safe for young children and their families to navigate; and 2) that the garden is productive enough to facilitate an inviting and interesting environment in which to learn.	Outcome 3.1: Increased sense of belonging, enjoyment and respect for garden participants	Garden participants report feeling safe, comfortable and respected in the garden as well as being interested in the activities offered	Improved social & mental health among garden participants
	Opportunities for team-work and informal fun are intentionally created	Teams are created to work on specific activities together	Outcome 3.2: Increased friendships and connections to the community for garden participants	Garden participants report having made a friend, having fun and/or feeling more connected to the group and to other young children	Opportunities for team-work and informal fun are intentionally created

## ATTACHMENT III TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for a total price not to exceed \$17,151.06 over the contract period. Monies shall be used as outlined in the Budget (Attachment IV) and in accordance with Funding Polices, which may be found at our website at [www.first5Trinity.org](http://www.first5Trinity.org).

Reimbursement of actual expenses shall be made after a Commission designee reviews and approves the required documents listed in Item 3 - Expenditure Reporting. The Commission will not pay for unauthorized services or purchases, nor for services, which have not been provided as authorized. No payment will be made for services delivered or expenditures made before or after contract term. Payments may be withheld if a signed Tobacco Free Environment Policy Certification is not on file with the Commission, or if required reports are late.

3. **Expenditure Reporting.** Contractor agrees to submit an Invoice with documentation to support the claim for payment. This documentation will include, but not be limited to: system-generated financial reports, receipts for material purchases, rental equipment and subcontractor/landscaper work. Invoices and fiscal questions should be directed to the First 5 Executive Director at 530-228-7811. Forms and documentation shall be submitted to the First 5 Executive Director no later than:
  - October 31 (for the period July 1 through September 30);
  - January 31 (for the period October 1 through December 31);
  - April 30 (for the period January 1 through March 31); and
  - June 10 (for the period April 1 through June 30).

The fourth quarter invoice for the fiscal year must be received prior to the end of the contract/reporting period. The Commission understands that during the last quarter expenses may need to be estimated in order to provide a last quarter expenditure report and invoice. Any invoice variances must be "trued up" during the month of July, once all program expenditures have been received.

4. **Evaluation Reporting.** The Commission monitors data on participants served by the Contractor and progress on outcomes through quarterly performance reports. Contractor agrees to report descriptive data on participants served by Contractor as negotiated with Commission, and on performance and outcomes as negotiated with Commission. Reports shall be completed no later than:
  - October 31 (for the period July 1 through September 30);
  - January 31 (for the period October 1 through December 31);
  - April 30 (for the period January 1 through March 31); and
  - July 31 (for the period April 1 through June 30).

These reports shall be submitted electronically to the First 5 Executive Director. Contractor agrees to participate in a Commission meeting to share the project's successes, outcomes and opportunities; this meeting will be at the request of the Commission and will occur after the end of the grant period. Commission may request hard copies of reports. Contractor is expected to keep paper records of all tools used for data collection and summarize those records in the reports.

5. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of Commission. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the Commission or Contractor by notice at any time. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of

damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to Commission for any loss of or damage to Commission property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which 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 coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
9. **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. The only modification that does not require contract modification is a line item budget modification that is less than 15% when the total contract amount does not change. Contractor may move up to 15% of the current fiscal year budget, between line items with prior approval of the First 5 Executive Director, and without a formal contract amendment. Scope of Work changes require a fully executed amendment. Changes may be proposed or requested by the Contractor or Commission.
10. **Contractor's Standard of Care.** Commission has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws. It is understood that acceptance of Contractor's work by Commission shall not operate as a waiver or release.
11. **Confidentiality and Compliance with Laws.** Contractor shall comply with confidentiality laws protecting the rights of the Commission/Contractor clients. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
12. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Trinity.
13. **Attorney Fee Provision.** In any action or proceeding involving a dispute between Commission and Contractor, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, and all costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).
14. **State Requirements.** This Contract is funded by a Commission Grant with monies from the California Children and Families Trust Fund. The State of California, through legislative change, may alter/repeal the law, which provides funds for this agreement or enact requirements that affect the performance of the Contractor. If the State does impose new obligations affecting the performance of this Contract, or if revenues are no longer available due to legislative change, the Commission reserves the right to amend the Contract as necessary to comply with state requirements. Contractor will be notified at least thirty (30) days in advance if new requirements are to be imposed.
15. **Tobacco-free Environment.** Contractor shall maintain a tobacco-free environment in compliance with all local, county, and state regulations. Contractor agrees not to accept any funds from the tobacco industry, including in-kind donations and event sponsorships; nor any funds from agencies who are sponsored by or who received donations from the tobacco industry. Agencies shall have a Tobacco-Free Environment policy that complies with the requirements of the Commission, and submit a signed a Tobacco-Free Environment Policy Certification.
16. **Commission Recognition.** Contractor shall list Commission's revenue sponsorship on any underwritten materials or events produced with contract funds. Contractor shall publicize that program is funded by the voter-approved initiative, Proposition 10, which applied a tax on tobacco products to fund improved outcomes for young children.
17. **Records Retention.** Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. (Records should be sufficient to permit the tracing of funds to a level of expenditure adequate to insure funds have not been spent inappropriately or unlawfully.)

Contractors are required to maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract, or until after the conclusion of any audit, whichever occurs last.

18. **Availability of Funds.** All funding under this Agreement is subject to the availability of state funds.
19. **Right to Monitor and Audit.** Commission shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this Agreement and applicable state regulations.
20. **Responsibility for Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) by appropriate State or County audit agencies occurring during the performance of this Agreement. Contractor also agrees to pay to county the full amount of County's liability to the appropriate entity resulting from said audit exceptions that result from a breach of contract.



**ATTACHMENT IV  
PROGRAM BUDGET**

I.	<i>Personnel Costs</i>	<b>Budget</b>
a.	Staff Wages & Benefits-Weaverville Coordinator	\$6,783.87
b.	Staff Wages & Benefits-Hayfork Coordinator	\$3,940.85
c.	Staff Wages & Benefits-Project Manager	\$2,412.53
d.	Staff Wages & Benefits-Council Manager	\$1,396.46
e.		
f.		
g.		
	<b>Total Personnel Costs</b>	<b>\$14,533.71</b>
II.	<i>Operating Expenses</i>	
a.	Supplies and Curricula	\$250
b.	Mileage-300 miles @ \$.535	\$80.25
c.	Advertising	\$50
d.		
e.		
f.		
g.		
h.		
	<b>Total Operating Expenses</b>	<b>\$380.25</b>
	III. Indirect (No more than 15% of budget)	\$2,237.10
	<b>Total Budget</b>	<b>\$17,151.06</b>