

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: General Services Agency

BOARD AGENDA # \*B-7

Urgent  Routine

AGENDA DATE June 24, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Personal Services Agreement for Project Management Services for Fiscal Year 2014-2015  
Deferred Maintenance Projects

STAFF RECOMMENDATIONS:

1. Approve the Personal Service Agreement for Matt Innes in the amount of \$63,000 for the term of July 1, 2014 - June 30, 2015, for Deferred Maintenance project management services.
2. Authorize the Purchasing Agent to sign the Personal Service Agreement.

FISCAL IMPACT:

The total cost of the Personal Services Agreement is \$63,000 for the term of July 1, 2014 through June 30, 2015. Funding is included in the Chief Executive Office - Plant Acquisition budget for Deferred Maintenance in Fiscal Year 2014-2015. (Continued)

BOARD ACTION AS FOLLOWS:

No. 2014-324

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval of Personal Services Agreement for Project Management Services for Fiscal Year 2014-2015 Deferred Maintenance Projects

### **FISCAL IMPACT:** (Continued)

Board of Supervisor's approval is required for contracts exceeding the \$100,000 cumulative three-year period threshold. The cost of the initial contract, in Fiscal Year 2012-2013 was \$78,500, the Fiscal Year 2013-2014 contract total was \$63,000 and the expected cost of the extension in Fiscal Year 2014-2015, is \$63,000, for a cumulative total of \$204,500.

### **DISCUSSION:**

The General Services Agency (GSA) oversees deferred maintenance projects funded from the Chief Executive Office - Plant Acquisition budget. In Fiscal Year 2013-2014, GSA requested the services of a project manager to prepare scopes of work, assist with bid walks, and oversee the work of contractors completing deferred maintenance work. The initial agreement with Mr. Innes, in July 2013, was with the Chief Executive Office Capital Projects unit for project engineering. Over the course of the fiscal year, GSA consulted with Mr. Innes on deferred maintenance projects. Mr. Innes was instrumental in the completion of several projects, including work at the Health Services Agency, Behavioral Health and Recovery Services, Community Services Agency, and the Sheriff's Office.

The current Personal Services Agreement with Mr. Innes ends on June 30, 2014. Due to Mr. Innes' unique understanding of County projects combined with knowledge of, and experience with, construction projects, GSA is requesting approval to renew Mr. Innes' Personal Services Agreement.

County policy states that Departments are required to obtain approval by the Board of Supervisors for any contract or agreement where the total cumulative compensation exceeds \$100,000.

The Personal Service Agreement for Matthew Innes was inadvertently excluded from the Contract Report provided to the Board of Supervisors with the Fiscal Year 2014-2015 Proposed Rollover Budget.

### **POLICY ISSUES:**

Board of Supervisors' approval is required for this agreement under the provisions of the March 22, 2011 Contract Reporting Policy, as it exceeds a \$100,000 cumulative threshold. The recommended action supports the Board's priority of Efficient Delivery of Public Services by expediting the completion of Deferred Maintenance Projects.

Approval of Personal Services Agreement for Project Management Services for Fiscal Year 2014-2015 Deferred Maintenance Projects

**STAFFING IMPACT:**

The Personal Services Agreement will provide project management and deferred maintenance project coordination assistance to existing GSA staff.

**CONTACT PERSON:**

Keith D. Boggs, GSA Director/Purchasing Agent, Telephone 209-652-1514



**GENERAL SERVICES AGENCY**

**Keith D. Boggs**  
Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT is made and entered into by and between the COUNTY OF STANISLAUS ("County") and MATTHEW INNES ("Contractor") on June 24, 2014 (the "Agreement").

**RECITALS**

WHEREAS, the County has the need for services involving project engineering, management, and support in the General Services Agency, Facilities Maintenance Division, overseeing the Deferred Maintenance budget of the CEO Plant Acquisition Division.

WHEREAS, the Contractor is specially trained, experienced, and competent to perform such services and has agreed to provide those services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions.

**2. CONSIDERATION**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

2.3 County shall withhold federal, state, and Medicare taxes appropriate for personal service contract employees. Pursuant to the Omnibus Budget Reconciliation Act of 1990, which mandates an alternate plan to Social Security for public employees, the Contractor shall be enrolled in the Public Agency Retirement System Alternate Retirement System ("PARS"). The County shall contribute to PARS for the Contractor an amount equal to 2.0 percent of the gross compensation earned by the Contractor under this Agreement. The County also shall withhold 5.5 percent of the gross compensation earned by the Contractor under this Agreement and contribute such withholdings to PARS for the Contractor.

Except as stated above, the County has no responsibility or liability for payment of Contractor's taxes or assessments. The Contractor is solely responsible for the payment of all other taxes and other assessments.

3. CONDITION PRECEDENT

This Agreement is conditioned upon the prior successful completion by the Contractor of a pre-placement drug screening test in accordance with the County's Pre-Placement Drug Testing Policy (the "Test") which, by this reference, is made a part hereof. This Agreement shall not become effective unless and until the Contractor has successfully completed the Test. The initial Test shall be paid for by the County. The Test shall be scheduled by the County and must be taken by the Contractor within 48 hours of the execution of this Agreement.

4. TERM

4.1 The term of this Agreement shall be from the date of approval of this Agreement through **June 30, 2015** unless sooner terminated as provided below, or unless some other method or time of termination is listed in Exhibit A.

4.2 Either party may terminate this Agreement for convenience and without cause upon providing fourteen (14) calendar days prior written notice.

4.3 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

4.4 This agreement shall terminate automatically upon the occurrence of (a) death of the contractor, (b) bankruptcy or insolvency of either party; (c) sale of Contractor's business, or (d) Contractor's refusal to consent to a pre-placement drug screening Test, as set forth in Paragraph 3 herein, or Contractor's failure to successfully complete such Test in accordance with the County's Pre-Placement Drug Testing Policy.

4.5 Upon termination of this Agreement, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed.

5. WORK SCHEDULE

Contractor's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work may require a varied schedule with the hours and times for completion of said services to be set by County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise stated in Exhibit A, County shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement.

8. INSURANCE

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Exhibit A, Contractor shall procure and maintain in force throughout the duration of this Agreement a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement. A certificate of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contractor. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County.

9. STATUS OF CONTRACTOR

9.1 It is understood by the parties that the Contractor is a contract employee and not an independent contractor. For purposes of performing those services listed in Exhibit A, the County shall have direct supervision over the Contractor and shall direct Contractor as to when and where Contractor's services shall be performed and shall treat Contractor as an employee except as to those items contained in Paragraph 2.2.

9.2 Contractor agrees to be bound and abide by all County policies, rules, and regulations.

10. RECORDS AND AUDITS

10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor, the Contractor's firm, associates, and employees of said Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not



assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. CONFLICTS

Contractor agrees that he/she has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
General Services Agency  
Attention: Keith D. Boggs  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto CA 95354

To Contractor: Matthew F. Innes  
5637 Arnerich Ct  
Riverbank CA 95637

17. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By   
Keith D. Boggs  
Assistant Executive Officer/  
GSA Director/Purchasing Agent  
"County"

By   
Matthew Innes  
"Contractor"

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JACK DOERING

By   
Thomas Boze,  
Deputy County Counsel

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Distribution: Department -- Duplicate Original of Agreement  
Contractor -- Duplicate Original of Agreement  
Auditor/Controller -- Copy of Agreement



## EXHIBIT A

### A. SCOPE OF WORK:

The Contractor shall provide the following services:

Responsibilities shall include: Deferred Maintenance projects master schedule development, maintenance and updates; overseeing contract requirements involving consultants and general contractor, management of Project Cost Controls, assist Purchasing with bid processes including but not limited to the development of scopes of work to be included in bid documents, drafting addenda and attending bid walks, evaluate contractor Change Order Request estimates, negotiate and reconciling change orders and coordinate with Purchasing to ensure finalization, process Potential Change Orders and write justifications, and documentation of key project issues involving project schedule, quality and scope.

Work duties will generally be related to projects assigned by the Assistant Executive Officer/GSA Director/Purchasing Agent, but may include involvement in other GSA – Facilities Maintenance projects or GSA assignment as directed by the Assistant Executive Officer/GSA Director/Purchasing Agent. Project assignments may change as the County's needs, priorities and resources change over time.

### B. COMPENSATION:

In order to process payments for federal and state withholding, etc., and in order to ensure that all appropriate County costs are charged to the correct department, all personal service contractors must be paid through the County biweekly payroll system. This also means that personal service contractors must be compensated on an hourly basis and that negotiated contract amounts must be converted from an annual amount to an hourly amount. All contracts must stipulate an hourly rate of pay.

The Contractor shall be compensated for the services provided under this Agreement at the rate of \$31.50 per hour, not to exceed a total amount of \$63,000.

The Contractor shall submit a signed time sheet on a weekly basis to the County indicating number of hours worked, amounts claimed for mileage and other costs.

The County shall reimburse the Contractor for travel costs, meals, and lodging at the same rate paid to County employees if required for the performance of services requested by the County. Receipts of all expenses shall be provided to the County prior to payment of any reimbursable expenses. The Contractor shall follow all applicable County travel policies and procedures prior to incurring reimbursable expenses.

### C. TERM:

The term of this agreement shall be from July 1, 2014 through June 30, 2015.