

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF TEHAMA, ENVIRONMENTAL HEALTH
DEPARTMENT AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL
HEALTH ADMINISTRATORS FOR PROFESSIONAL SERVICES FOR
REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

THIS AGREEMENT is made by and between the COUNTY OF TEHAMA, a political subdivision of the State of California, Environmental Health Department (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA), (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on March 4, 2024, and shall terminate ending August 31st, 2024.

2. **PROJECT**

Perform duties of a Registered Environmental Health Specialist under the direction of the Environmental Health Director with duties and responsibilities as outlined in Appendix A Scope of Work.

3. **DUTIES**

- A. Contractor, under the direction of the Environmental Health Director and/or his designee, shall have general responsibility providing services identified in Appendix A: Environmental Health Inspections.
- B. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$113.16 per hour. Contractor shall invoice County for work performed by the 15th of each month with summary of tasks performed. This work has been requested as part time and hours are agreed to in advance.
- B. County will provide a vehicle for inspections during County work hours. If the County has not provided a vehicle for work, then the IRS rate for mileage reimbursement will apply which is currently .0655 per mile.

C. County shall make payment directly to:

**California Association of Environmental Health Administrators
or CAEHA**

Attn: Sheryl Baldwin, Contract Manager

P.O. Box 2017

Cameron Park, CA 95682-2017

Telephone: (530) 676-0715

Email: Sheryl@ccdeh.com

D. All payment requests must be reviewed and approved by the Environmental Health Director. Total compensation for the services rendered under this Agreement shall not exceed Seventy Six Thousand Dollars (\$76,000). If more work is needed, more funding would need to be added.

E. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

A. Workers' Compensation Coverage: To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.

B. Professional Liability Insurance: Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

C. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish the County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness.
- (2) For any reason satisfactory to County provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall he be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: Tehama County Environmental Health Department
Tia Branton, Director
633 Washington Street, Room 36
Red Bluff, CA 96080
Telephone (530)527-8020
Email: tbranton@co.tehama.ca.us

Contractor: California Association of Environmental Health
Administrators
Justin Malan, Executive Director
5170 Golden Foothill Parkway, #70
El Dorado Hills, CA 95762
Telephone: (916) 956-3302
Email: Justin@ccdeh.com

11. **ATTORNEYS' FEES**

In the event of legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees.

12. **VENUE**

This Contract is made in the County of Tehama, State of California. The parties

specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Tehama.

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY OF TEHAMA

Date: _____

Tia Branton, Director

CONTRACTOR

Date: _____

Darryl Wong, CAEHA President

Date: _____

Steve Van Stockum, CAEHA Treasurer

APPENDIX A

SCOPE OF WORK

Consultant shall provide Environmental Health inspection services to Tehama County as requested by the Director of Environmental Health or his/her designee. Said services shall include, but not limited to, the following:

- A. Consultant shall conduct routine inspections, investigations and permitting of regulated environmental health facilities, which include, but are not limited to, the following: Food facilities, Cal Code facilities, temporary and special event venues, pools, onsite sewage disposal, groundwater wells, plan checks and plot plan review.
- B. Consultant shall prepare, on behalf of the County, written inspection reports of each facility inspection or investigation. Consultant shall provide written documentation of all inspections, investigations, site visits or complaints for each activity performed.
- C. Consultant shall assist the County with environmental health program planning, and evaluation.
- D. Consultant shall review and assist in training staff in consumer protection and land use programs.
- F. Consultant to respond to public inquiries and complaints via phone, email or at the front counter.
- G. Consultant may be asked to work special event on weekend.
- H. Other related assignments, training staff and providing back-up support as needed in other programs including Onsite Wastewater.