

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
KEN BOWLIN INVESTIGATIONS**

This agreement is entered into between the County of Tehama (“County”) and Ken Bowlin Investigations (“Contractor”) for the purpose of providing investigative services to indigent persons in Tehama County Courts.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide investigative services upon request of any attorney in any proceeding where that attorney is under contract with the County or the Tehama County Superior Court to provide services for indigents before the Tehama County Courts. It shall be the obligation of the Contractor to provide such services and in such manner as reasonably requested by said attorney. Additionally, investigative services shall be provided in the same manner to any attorney appointed by the Superior Court of Tehama County to represent indigent persons before the Court, regardless of any contractual relationship with the Court or County. Contractor shall be available at such reasonable times and places so as to meet the need of the attorneys utilizing their services. Contractor shall not be required to provide services to attorneys representing indigents under private representation agreements or *pro bono*.

It is the intent of this contract to provide, except as set forth herein, investigative services to be utilized by attorneys under public defender contract and by such other attorneys appointed by the Court in to represent defendants in proceedings where Defendant, as determined by the Court, is indigent. Such services would be provided in, but not limited to, criminal, juvenile, custody, paternity, guardianship, contempt, habeas corpus, and LPS conservatorship proceedings.

County has determined, in consultation with the Tehama County Superior Court, to provide such services through contracts with licensed private investigators such as Contractor. Contractor shall be responsible for one-half of the investigative caseload for these services.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 of this agreement.

3. **COMPENSATION, BILLING, AND PAYMENT**

County shall pay to Contractor the sum of \$3,500 monthly. For the term from October 1, 2024, to September 30, 2025, compensation shall, for the full year, be in the amount of \$42,000;

County shall pay to Contractor the sum of \$4,000 monthly. For the term from October 1, 2025, to September 30, 2026, compensation shall, for the full year, be in the amount of \$48,000;

County shall pay to Contractor the sum of \$4,000 monthly. For the term from October 1, 2026, to September 30, 2027, compensation shall, for the full year, be in the amount of \$48,000.

The compensation paid to the Contractor pursuant to this contract is to be the total compensation and includes payment for any hourly rate, mileage, per diem, meals, or any other expenses incurred by Contractor.

4. **TERM OF AGREEMENT**

This agreement shall commence on October 1, 2024 and shall terminate September 30, 2027, unless terminated in accordance with section 5 below.

5. **TERMINATION OF AGREEMENT**

A party to this contract may without cause terminate their rights and obligations under this contract upon sixty (60) days written notice to the other party. County shall terminate the contract if Contractor is determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this agreement immediately should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Tehama County Chief Administrator.

6. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between 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 other oral or written representation.

7. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

8. **RECORD KEEPING**

Contractor shall keep such records as may be required by the Tehama County Superior Court to enable the Court in appropriate proceedings to determine the amount of reimbursement which may be ordered pursuant to Penal Code §987.8, or any other statute. Such record keeping shall include, but not necessarily be limited to, the time spent by Contractor and any expenses incurred by Contractor. It shall be the responsibility of the Contractor and any other Court-appointed investigators to meet and confer and to devise a method by which the relative workload of each investigator will be essentially equal. In so doing, investigators are entitled to secure cooperation between attorneys presently under contract with the County of Tehama to make such record keeping and to coordinate such records.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify the County of Tehama, the Tehama County Superior Court, and their respective elected and appointed officials, officers, and employees, agents and volunteers (collectively the "County affiliates") against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County affiliates), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County affiliates) being damaged, arising out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County affiliates against any adverse

determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County affiliates with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain liability and errors and omissions insurance in the form and amounts set forth in the Certificate of Liability Insurance attached hereto as Exhibit "A."

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured. The certificate holder shall be "County of Tehama."

12. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: County of Tehama
County Administration Office
Attention: Chief Administrator
727 Oak Street
Red Bluff, CA 96080

With a copy to: Tehama County Superior Court
Attention: Presiding Judge
1740 Walnut Street
Red Bluff, CA 96080

If to Contractor: Ken Bowlin Investigations
2717 West Highway 3
Yreka, CA 96097

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

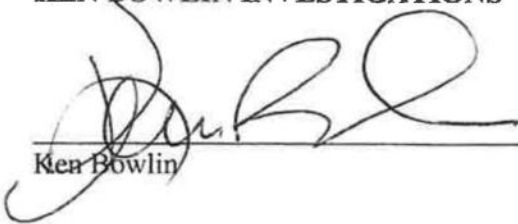
COUNTY OF TEHAMA

Date: _____

Chair, Board of Supervisors

KEN BOWLIN INVESTIGATIONS

Date: 9-16-24


Ken Bowlin

The following information is required for the agreement to be approved.

132334

Vendor/Contractor Number

2026-53230

Budget Account Number

KENSHORSES@KB@GMAIL.COM

Vendor/Contractor email address

530 905 0599

Vendor/Contractor phone number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made

basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.