

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

725



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
December 27, 2011

**SUBJECT:** Independent Contractor Agreement between the Western Riverside Council of Governments and the County of Riverside.

**RECOMMENDED MOTION:** 1) Ratify and approve the Independent Contractor Agreement (Attachment A) and the Independent Contractor's Task Order (Attachment B) between the Western Riverside Council of Governments (WRCOG) and the County of Riverside from July 1, 2011 through June 30, 2014. 2) Authorize the chairperson to sign three (3) copies of the attached Agreement and Task Order and return two (2) copies to Human Resources for distribution.

**BACKGROUND:** The County of Riverside Human Resources Department has provided supervisors and line staff of WRCOG with consultative services regarding disciplinary actions and appeals, employee relations investigation support, Violence in the Workplace training and through its Employee Assistance Service (EAS), critical incident stress debriefing, management consultation, and mental health services to employees and household dependents of WRCOG.

Barbara A. Olivier  
Asst. County Executive Officer/Human Resources Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

<b>SOURCE OF FUNDS:</b> Administrative Fees paid by WRCOG	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature** BY:   
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 10, 2012  
xc: HR, WRCOG

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** \_\_\_\_\_ **District:** All **Agenda Number:** \_\_\_\_\_

**3.39**

FORM APPROVED CC BY: PAMEL DATE 12/28/11 Departmental Concurrence

Policy  Consent  Policy  Consent

Dept's Recomm.: Per Exec. Ofc.:

**BACKGROUND continued:**

This Agreement provides WRCOG employees and household dependents with licensed clinicians to assist in identifying mental health or related problems, family/marital problems, alcohol/substance abuse problems, provide counseling and when appropriate, make referrals to community resources, including, but not limited to, counseling, treatment and therapy. These services are similar to those provided to County of Riverside employees and household dependents through EAS.

The Agreement also provides WRCOG supervisors and line staff with Human Resources support including conducting harassment/discrimination investigations, disciplinary actions and appeals, grievance process assistance, training for employees and managers on performance evaluation, Department of Fair Employment & Housing Authority and the federal Equal Employment Opportunity Commission complaint response preparation. These services are similar to those provided to County of Riverside supervisors and line staff through Human Resources.

The County of Riverside Scope of Services for General Human Resources Services (Exhibit A) and the County of Riverside Scope of Services for Employee Assistance Services (Exhibit B) identify and list these services. Attachment A outlines the Independent Contractor Agreement, and Attachment B outlines the Independent Contractor's Task Order. It is difficult for WRCOG to fund this level of service at a reasonable cost due to its small number of employees. This Agreement allows WRCOG to take advantage of the County's larger scale of operation. The fee charged to WRCOG is based on the overall cost of County of Riverside EAS and Human Resources services to County employees on a per capita basis. The rates for Fiscal Year 2011/12 are listed in Attachment B. An annual rate will be evaluated and assessed prior to June 30 each year.

There is no cost to the County's General Fund as a result of this action.

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

446



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**RECOMMENDED MOTION:** 1) Ratify and approve the Independent Contractor Agreement (Attachment A) and the Independent Contractor's Task Order (Attachment B) between the Western Riverside Council of Governments (WRCOG) and the County of Riverside from July 1, 2011 through June 30, 2014. 2) Authorize the chairperson to sign three (3) copies of the attached Agreement and Task Order and return two (2) copies to Human Resources for distribution.

**BACKGROUND:** The County of Riverside Human Resources Department has provided supervisors and line staff of WRCOG with consultative services regarding disciplinary actions and appeals, employee relations investigation support, Violence in the Workplace training and through its Employee Assistance Service (EAS), critical incident stress debriefing, management consultation, and mental health services to employees and household dependents of WRCOG.

**RECOMMENDED MOTION:** 1) Ratify Barbara A. Olivier Independent Contractor Agreement (Attachment A) and the Independent Contractor's Task Order (Attachment B) between the Western Riverside Council of Governments (WRCOG) and the County of Riverside from July 1, 2011 through June 30, 2014.

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
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**SOURCE OF FUNDS:** Administrative Fees paid by WRCOG

Positions To Be Deleted Per A-30

Requires 4/5 Vote

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature**  
BY: Elizabeth J. Olson *Elizabeth J. Olson*  
Elizabeth J. Olson, Asst. County Executive Officer/Human Resources Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
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**SOURCE OF FUNDS:** Administrative Fees paid by WRCOG

Positions To Be Deleted Per A-30

Requires 4/5 Vote

**C.E.O. RECOMMENDATION:** On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Stone, Benoit and Ashley  
**County Executive Office Signature:** Kecia Harper-Ihem  
**Absent:** Tavaglione  
**Date:** January 10, 2012  
**xc:** HR, WRCOG

**Clerk of the Board:** Kecia Harper-Ihem  
**By:** [Signature]  
Deputy

**Prev. Agn. Ref.:** **District:** All **Agenda Number:** 3.39

FORM APPROVED COUNTY COUNCIL  
BY: PAMELA  
DATE: 12/28/11  
Departmental Concurrence

Policy  
 Policy  
 Consent  
 Consent

Policy  
 Policy  
 Dep't Recomm.  
 Pub Exec. Off.

**BACKGROUND continued:**

This Agreement provides WRCOG employees and household dependents with licensed clinicians to assist in identifying mental health or related problems, family/marital problems, alcohol/substance abuse problems, provide counseling and when appropriate, make referrals to community resources, including, but not limited to, counseling, treatment and therapy. These services are similar to those provided to County of Riverside employees and household dependents through EAS.

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There is no cost to the County's General Fund as a result of this action.

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and effective as of the 1<sup>st</sup> day of July, 2011, by and between the Western Riverside Council of Governments ("OWNER") whose address is 4080 Lemon Street - 3rd Floor, Riverside, California 92502, and the County of Riverside ("CONTRACTOR") whose address is County Administration Center, Attn.: Human Resources 4080 Lemon Street, P.O. Box 1569, Riverside, California 92502-1569, e-mail [jmooney@rchr.com](mailto:jmooney@rchr.com) Fed. Tax Id. No. 95-6000930.

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of OWNER and CONTRACTOR:

A. OWNER desires to engage the services of CONTRACTOR for the purpose of providing personnel services.

B. The services to be performed by CONTRACTOR shall be specifically described in one or more written Task Order(s) issued by OWNER to CONTRACTOR pursuant to this Agreement.

C. CONTRACTOR agrees to perform such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented and warrants to OWNER that CONTRACTOR possesses the necessary skills, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing Recitals and mutual covenants contained herein, OWNER and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement shall be effective for no more than three years and is renewable each year. This Agreement is effective as of the date first above written and shall continue until June 30, 2014, unless extended or terminated sooner as provided for in Section 8, below.

2. Services to be performed by CONTRACTOR. CONTRACTOR agrees to perform such services as may be assigned, from time to time, in writing by the Executive Committee and the Executive Director of OWNER. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited

5.04 CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the services assigned by OWNER under this Agreement and each Task Order. Therefore, CONTRACTOR hereby covenants and agrees to:

a. Obtain a comprehensive general liability insurance policy on ISO-CGL Form No. CG 00 01 11 85 or 88 in an amount of not less than One Million Dollars (\$1,000,000.00) using ISO additional insured endorsement form CG 20 10 11 85 (in no event will OWNER accept an endorsement form with an edition date later than 1990);

b. (Check one) YES  NO  Obtain a policy of errors and omissions insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any services for OWNER;

c. Comply with all applicable local, state and federal laws, rules and regulations regarding, by way of example and not by limitation, nondiscrimination and payment of wages;  
and

d. Provide worker's compensation insurance for CONTRACTOR'S employees and agents with limits prescribed by law and custom.

e. The above insurance requirements may be met by CONTRACTOR through a program(s) of self insurance.

CONTRACTOR waives all rights of subrogation against OWNER. Evidence of all self insurance coverage shall be provided to OWNER prior to issuance of the first Task Order. Such policies shall be issued by a highly rated insurer (minimum Best Ins. Guide rating of "A:VII") licensed to do business in California, and shall provide that the policies shall not be cancelled or amended without 30 days' prior written notice to OWNER. CONTRACTOR acknowledges and agrees that all such insurance is in addition to CONTRACTOR'S obligation to fully indemnify and hold OWNER completely free and harmless from and against any and all claims arising out of any loss, injury or damage to property or persons caused by the negligent acts or omissions of CONTRACTOR in performing services assigned by OWNER.

5.05 CONTRACTOR and OWNER agree that OWNER, its employees, agents and officials should to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the negligence or willful misconduct of CONTRACTOR in the performance of this Agreement. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to OWNER. CONTRACTOR

6. Obligations of OWNER.

6.01 OWNER shall do the following in a manner so as not to unreasonably hinder the performance of services by CONTRACTOR:

- a. Provide information, requirements and criteria regarding OWNER'S project;
- b. Furnish all existing studies, reports and other available data and items pertinent to each Task Order that are in OWNER'S possession;
- c. Designate a person to act as a liaison between CONTRACTOR and the Executive Director of OWNER.

7. Additional Services, Changes and Deletions.

7.01 During the term of this Agreement, the Executive Committee or Executive Director of OWNER may, from time to time, and without affecting the validity of this Agreement or any Task Order issued hereunder, order changes, deletions and additional services by the issuance of written change orders authorized and approved by the Executive Committee or Executive Director of OWNER.

7.02 In the event CONTRACTOR performs additional or different services than those described in any Task Order or authorized change order without the prior written approval of the Executive Committee or Executive Director of OWNER, CONTRACTOR shall not be compensated for such services.

7.03 CONTRACTOR shall promptly advise OWNER as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to Writing for review and approval by the Executive Committee or Executive Director of OWNER.

7.04 In the event that OWNER orders services deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONTRACTOR shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Section 4 above.

8. Termination of Agreement.

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

CONTRACTOR shall make available to OWNER'S agents for examination all of such records and shall permit OWNER'S agents to audit, examine and reproduce such records.

11. Miscellaneous Provisions.

11.01 This Agreement supersedes any and all previous agreements either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR for OWNER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of OWNER. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the services authorized hereunder.

11.04 If required by law, CONTRACTOR shall file Conflict of Interest Statements with OWNER.

11.05 Any dispute which may arise by and between the OWNER and the CONTRACTOR, including the CONTRACTOR'S subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with its construction industry rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph. Arbitration shall be conducted before a panel of three arbitrators, unless the PARTIES agree in writing to submit the matter before a single arbitrator. The arbitrators must decide each and every dispute in accordance with the laws of the state of California, and all other applicable laws. The arbitrators' decision and award are subject to judicial review for errors of fact or law in accordance with section 1296 of the Code of Civil Procedure, by a Superior Court of competent venue and jurisdiction. Discovery may be conducted in the arbitration proceeding pursuant to Section 1283.05 of the Code of Civil Procedure. Unless the PARTIES stipulate to the contrary, prior to the appointment of the arbitrators, all disputes shall first be submitted to non-binding mediation, conducted by either the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with their respective rules and procedures for such mediation. In any arbitration or litigation arising out of this Agreement, or the performance of any obligation under this Agreement, the arbitrators or the court in such arbitration or litigation shall award costs and expenses, expert witness fees and attorneys' fees, to the prevailing PARTY.

[ SIGNATURE PAGE FOLLOWS ]



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Attachment B

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**INDEPENDENT CONTRACTOR'S TASK ORDER**

TASK ORDER NO.: EIGHT

CONTRACTOR: Name: COUNTY OF RIVERSIDE  
ATTN: HUMAN RESOURCES DEPARTMENT

Address: 4080 LEMON ST, P.O. BOX 1569  
RIVERSIDE, CA 92502

Telephone: (951) 955-3510

Fax: (951) 955-3470

E-Mail: jmooney@rc-hr.com

Fed. Tax Id.: 95-60000930

THIS TASK ORDER is issued pursuant to that certain Independent Contractor Agreement between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("OWNER") and COUNTY OF RIVERSIDE ("CONTRACTOR") dated July 1, 2011 (the "AGREEMENT").

1. Tasks to be performed. CONTRACTOR shall provide all labor, materials and equipment to perform the following task:

See Exhibit A, attached hereto

See Exhibit B, attached hereto

Description of Task: N/A

2. Time of Performance. Time is of the essence. Therefore, CONTRACTOR shall begin work within 7 days of the date this Task Order is signed by the OWNER and shall complete performance of such services by or before June 30, 2014.

3. Liaison of OWNER. The Executive Director or designee shall serve as a liaison between OWNER and CONTRACTOR.

5. Deliverables. CONTRACTOR shall deliver to OWNER not later than the date or dates indicated, the following: (Check if Not Applicable: )

6. Compensation.

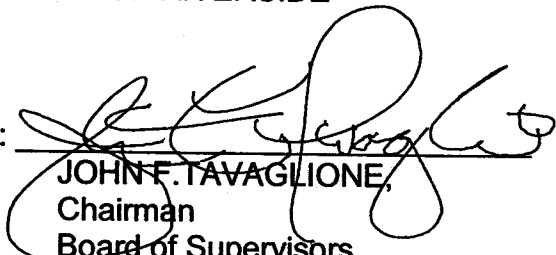
Compensation for the following services shall be paid quarterly as provided in Section 4 of the Agreement:

JAN 10 2012 3.39


IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**CONTRACTOR:**

COUNTY OF RIVERSIDE

By:   
JOHN F. TAVAGLIONE,  
Chairman  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
KEGIA HARPER-IHEM, Clerk  
By:   
DEPUTY

**OWNER:**

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

By: \_\_\_\_\_  
RICK BISHOP,  
Executive Director

Date: \_\_\_\_\_

## **EXHIBIT "B"**

### **COUNTY OF RIVERSIDE SCOPE OF SERVICES EMPLOYEE ASSISTANCE SERVICES**

The County of Riverside agrees to provide the following Employee Assistance Services (EAS) to Western Riverside Council of Governments (WRCOG), including but not limited to:

1. Access to a licensed therapist or psychologist (toll free at 888-829-8999) by telephone for crisis/urgent issues from 8:00 AM to 4:30 PM Monday through Friday.
2. The EAS therapist or psychologist will provide crisis intervention, identify what psychological or related problems exist and assist the Member with developing a strategic plan to address the issues.
3. EAS will provide up to three (3) in-person sessions on an annual basis to be used for comprehensive assessment, brief solution-focused counseling and referral for each enrolled Member at no cost to the Member. Appointment times will be available from 8:00 AM to 4:30 PM Monday through Thursday.
4. When necessary, EAS will facilitate psychological referrals for the Member to the appropriate health care providers, community resources or other appropriate facility for necessary treatment in a convenient location within the Member's healthcare network.
5. EAS shall provide up to three trainings annually for WRCOG supervisors, managers and line staff.
6. EAS shall provide management consultation for supervisors and managers from 8:00 AM – 4:30 PM Monday through Thursday.
6. EAS shall provide on-site Critical Incident Stress Debriefings (CISD's) and other on-site departmental consultations as needed.