



## ***SOUTH FEATHER WATER & POWER AGENCY***

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**TO: Board of Directors**

**FROM: Michael Glaze, General Manager**

**DATE: October 18, 2006**

**RE: GIS Consulting Services  
Agenda Item for 10/24/06 Board of Directors Meeting**

Chris Crown Lewis developed the Agency's geographical information system (GIS) to the point that it is a functional tool for mapping, and data storage and analysis. This functional tool allowed her to prepare all of the maps needed for our relicensing project, saving the Agency tens of thousands of dollars.

Our new Assistant Engineer will soon receive training to utilize the GIS system. However, it will take a considerable amount of time before he becomes completely proficient. Further, Chris' cartographic (map making) skills are superior to even those who have had many years of experience with GIS. For those reasons, it would be helpful from time to time to have Chris provide assistance with GIS projects and data maintenance, at least until Alex Brown gets up to speed. Further, there may be map and/or presentation projects for which Chris' talents would be very helpful even after Alex is maintaining the GIS system on his own. Fortunately, she is willing to assist us on a contract basis, as we have done with other consultants in the past.

The attached agreement defines how the employer-independent consultant relationship would work between Chris and the Agency, as well as that she would be compensated at the rate of \$75 per hour for services rendered.

The following action is requested:

**"I move approval for the General Manager to execute the GIS Consulting Services Agreement with Christine Crown Lewis"**

## AGREEMENT FOR GIS CONSULTING SERVICES

THIS AGREEMENT is made and entered into this October 24, 2006, by and between South Feather Water & Power Agency (SFWPA), and Chris Crown Lewis (CONSULTANT).

WITNESSETH:

SFWPA desires to retain the services of CONSULTANT to provide SFWPA with those services described below.

CONSULTANT desires to perform the services requested by SFWPA on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows.

1. Description of Services. Upon request by SFWPA and under SFWPA direction, CONSULTANT shall provide SFWPA assistance with its geographical information system (GIS), including data-base maintenance, data analysis and reporting, and cartographic services

This Agreement, and the work performed hereunder, shall be subject to, and in accordance with, the General Conditions attached as Exhibit "C" hereto.

CONSULTANT shall determine the method, details and means of doing the work or rendering the services requested by SFWPA. CONSULTANT may elect to use SFWPA's equipment, material, and supplies in the performance of the requested work.

2. Compensation. CONSULTANT shall be paid \$75.00 per hour for services provided to SFWPA pursuant to this Agreement periodically. Amounts due to CONSULTANT from SFWPA for services rendered shall be evidenced by submission to SFWPA by CONSULTANT of an invoice, prepared in a form satisfactory to SFWPA, setting forth the amount of compensation due for the period it covers. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. SFWPA will make payment on each such invoice within 30 days of its receipt. However, if CONSULTANT submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, SFWPA shall not be obligated to process any payment to CONSULTANT until a correct and complying invoice has been submitted.

3. Term and Time for Completion. The initial term of this Agreement shall be for a period of one year, commencing on November 1, 2006 and terminating on October 31, 2007. Thereafter, the term of this Agreement will be extended for two successive one-year periods unless terminated by SFWPA. SFWPA may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 14 days prior written notice of such termination to CONSULTANT. CONSULTANT shall be entitled to compensation for all services performed for SFWPA to the date of such termination.

4. Indemnification. CONSULTANT shall hold SFWPA's officers, employees, directors, and agents harmless and free from any and all liabilities arising out of this Agreement and/or the performance by CONSULTANT of services provided under this Agreement, excluding therefrom any such liability resulting solely from the active negligence of SFWPA or any of SFWPA's officers, employees, directors, or agents. Should SFWPA or any of SFWPA's officers, employees, directors, or agents be named in any suit, or should claim be made against it or any of them by suit or otherwise arising out of this Agreement and/or the performance by CONSULTANT of services provided under this Agreement other than a suit or claim resulting solely from the active negligence of SFWPA or any of SFWPA's officers, employees, directors, or agents, CONSULTANT shall defend SFWPA and SFWPA's officers, employees, directors, and agents, whether the claim or suit be groundless or not, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

3. Insurance

a. General Liability Insurance. Concurrently with the execution of this Agreement, Provider shall, at its sole cost and expense, provide evidence of commercial general liability insurance coverage from one or more US domiciled insurance companies licensed to do business in the State of California with and A.M. Best Company rating of "B" or better, or in the alternative, an unlicensed US domiciled company or companies with an A.M. Best Company rating of "A," which provides coverage for bodily injury, personal injury, broad form contractual, completed operations, and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to these limits of coverage, the required policy endorsements attached to the certificate shall provide:

i. That South Feather Water and Power Agency, its officers, boards and commissions, and members thereof, its employees and agents are covered as additional insured with respect to any liability arising out of the activities of the named insured;

ii. That the insurance coverage afforded by the policy shall be primary with respect to SFWPA, its officers, employees, directors and agents. Any insurance or self-insurance maintained by SFWPA, its officers, employees, directors or agents shall be in excess of the insurance afforded to the named insured by the policy and shall not contribute to any loss resulting from this Agreement; and

iii. That the insurer will provide to SFWPA at least 30-days' prior notice of cancellation or material change in coverage.

b. Professional Liability Insurance. Concurrently with the execution of this Agreement, CONSULTANT shall, at its sole cost and expense, obtain and maintain in full force and effect professional liability (errors and omissions) insurance obtained from one or more US domiciled insurance companies licensed to do business in the State of California and having and A.M. Best Company financial rating of at least "B," or, in the alternative, one or more unlicensed US domiciled companies with an "A" rating, which provides coverage for Services rendered to the SFWPA under this Agreement. Such insurance shall be in a form approved by SFWPA's General Manager, shall be in an amount of at least \$1,000,000.00, with a maximum policy deductible of \$1,000.00. In addition, such insurance policy shall provide SFWPA with at least a 30-day

unqualified prior notice of cancellation or material change in coverage.

- c. Workers' Compensation insurance in compliance with statutory limits.
- d. Business Automobile Liability with a combined single limit of \$1,000,000.

e. Prior to the execution of this Agreement, certificates of insurance issued by the respective insurance company or companies certifying that the abovementioned insurance policies are in full force and effect and shall be delivered by CONSULTANT to SFWPA's General Manager for approval as to form and efficiency.

4. SFWPA Access to CONSULTANT's Records. CONSULTANT shall maintain all books, records, documents, accounting ledger, and similar materials relating to services performed for SFWPA under this Agreement on file for at least one (1) year following the date of final payment to Provider by SFWPA. Any duly authorized representative(s) of SFWPA shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONSULTANT's usual and customary business hours. CONSULTANT shall provide proper facilities to SFWPA's representative(s) for access and inspection.

5. Independent Contractor. SFWPA and CONSULTANT agree that the relationship created by this Agreement is that of an employer-independent contractor. CONSULTANT shall be solely responsible for the conduct and control of services performed under this Agreement. CONSULTANT shall be free to render Services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations to SFWPA established herein, or are in conflict with the interests of SFWPA.

6. Ownership of Documents. Title to all documents, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with SFWPA at such time as SFWPA has compensated CONSULTANT, as provided herein, for the Services rendered by CONSULTANT in connection with which they were prepared.

7. Assignment. This Agreement is binding upon the heirs, successors, and assigns of the parties hereto and shall not be assigned by either SFWPA or CONSULTANT without the prior written consent of the other.

8. Amendments. This Agreement represents the entire understanding of SFWPA and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties. SFWPA may at any time, upon a minimum of ten days written notice, amend the scope of services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such amendment and notify SFWPA in writing. Upon agreement between SFWPA and CONSULTANT as to the extent of said impacts to time and compensation, this Agreement shall be amended. Execution of the amendment by SFWPA and CONSULTANT shall constitute CONSULTANT'S notice to proceed with the amended scope.

9. Compliance With Laws, Rules, and Regulations. All Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal and State statutes, and any rules or regulations promulgated thereunder.

10. Severability. This Agreement shall be administered and interpreted under the laws of the State of California. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

11. Notices. Insofar as this Agreement requires or contemplates the giving of notices, such notices shall be deemed given when personally delivered in writing or facsimile transmission, or deposited in the United States mail, postage prepaid, as follows:

To SFWPA:

Michael C. Glaze, General Manager  
South Feather Water and Power Agency  
2310 Oro-Quincy Highway  
Oroville, California 95966

To CONSULTANT:

Christine Crown Lewis  
P.O. Box 6864  
Auburn, California 95604

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

South Feather Water and Power Agency

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Michael Glaze, General Manager

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Christine Crown Lewis, Consultant

EXHIBIT "A"

GENERAL CONDITIONS

1. Independent CONSULTANT: CONSULTANT's relationship to SFWPA is that of an independent CONSULTANT. All persons hired by CONSULTANT and performing the work shall be CONSULTANT's employees or agents. SFWPA shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. CONSULTANT shall be solely liable for losses, costs, damage or injuries by said employees or agents during the course of the work. CONSULTANT shall not delegate any of the work to sub-consultants without advance written approval of SFWPA.
2. Dispute Resolution; Venue: To the extent that they are applicable, the provisions of Public Contract Code Section 20104-20104.6 shall govern the resolution of claims under this Agreement. Said provisions, which call for written claims, responses, negotiations, mediation and arbitration, are incorporated by reference as though fully set forth herein. Venue for any arbitration or action to enforce this Agreement shall be in the County of Butte, State of California.
3. Termination: SFWPA or CONSULTANT may terminate this Agreement at any time and for any reason upon fourteen (14) days advance written notice. In the event of such termination, CONSULTANT is to be compensated for all work performed to the date of termination. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.
4. Workers' Compensation Certificate: By signing this Agreement, CONSULTANT certifies as follows:  
  
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."