

**Kenneth Cater**

**Agreement for Arbitration Panel Services #4485**

**THIS SHORT FORM AGREEMENT FOR SERVICES** (“Contract”) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Kenneth Cater (hereinafter referred to as “Contractor”), an individual with authority to do business in the State of California (collectively hereinafter referred to as “the Parties”). The Parties, in recognition of the services and valuable consideration as further described herein, agree as follows:

**ARTICLE I**

**Notice To Parties and Contract Information.** All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be addressed as follows:

<b>CONTRACTOR INFORMATION</b>			
Legal Name	Kenneth Cater		
DBA (Doing Business As)			
Physical Address	3212 Wilkinson Road, Cameron Park, CA 95682		
Mailing Address	3212 Wilkinson Road , Cameron Park, CA 95682		
Name of Contractor Contact and Title	Kenneth Cater		
Contact Information:	Phone: 530-208-7776	Fax:	Email: catervich@yahoo.com
<b>COUNTY INFORMATION</b>			
Name of County Department	Human Resources		
Name of County Contact and Title	Tameka Usher , Director of Human Resources		
Mailing Address	330 Fair Lane, Placerville, CA 95667		
Contact Information	Phone: 530-621-6633	Fax:	Email: Tameka.usher@edcgov.us
<b>OTHER INFORMATION</b>			
Contract Term shall not exceed one month.	Date Contract Begins: 11/26/2019	Date Contract Ends: 12/25/2019	
Scope of Services - Describe in detail. Use Exhibit “A” if more room is needed.	Please see <b>Exhibit A</b>		
<b>COMPENSATION</b>			
Fee* or Rate* for services: \$100 per day, plus expenses.		Total Contract Not to Exceed: \$300.00	
<b>Direct Expenses:</b> Reimbursement for direct expenses including but not limited to, photocopies, telephone charges, and photographs, will be subject to approval by Contract Administrator. Receipts for all direct expenses for which Contractor seeks reimbursement shall be submitted with invoice(s).			
<b>*NOTE:</b> Reimbursement for travel expenses other than travel time shall be in accordance with the County of El Dorado Board of Supervisors Policy D-1, “Travel Expense and Reimbursement” which can be found at the following website <a href="http://www.edcgov.us/government/BOS/policies/policy_manual.aspx">http://www.edcgov.us/government/BOS/policies/policy_manual.aspx</a> . Air Travel and hotel stays require advance approval by Contract Administrator.			

## **ARTICLE II**

**Scope of Services.** Contractor represents that its professional credentials are such that it can legally provide the services stated above and outlined in Exhibit "A", and agrees to perform said services upon request of County, without subcontracting, to the satisfaction of County, and to its best professional efforts, which shall at least meet industry standards. Contractor shall comply with all federal, state, and local laws that are applicable to provision of these services.

## **ARTICLE III**

**Term.** Once executed by all parties, this Contract shall be effective from the day and year first above written under "OTHER INFORMATION" "Date Contract Begins" and shall continue in force until the above written "Date Contract Ends" date, or until terminated in writing by County.

## **ARTICLE IV**

**Compensation for Services.** For services provided herein, County agrees to pay Contractor, at the rates set forth hereinabove, in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) identifying services rendered. Invoices shall be sent to County of El Dorado, Human Resources Office, 330 Fairlane, Placerville, CA 95667. In no event shall the amount compensated exceed \$300.00 for the stated term.

## **ARTICLE V**

**Fiscal Considerations.** The Parties to this Contract recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Contract to the contrary, County shall give notice of cancellation of this Contract in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget that does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph and at the sole discretion of County, this Contract may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE VI**

**Termination or Cancellation Without Cause.** Either Party may terminate this Agreement in whole or in part for any reason upon seven (7) calendar days written notice. If such termination is effected, County shall pay for satisfactory services rendered prior to the effective date as set forth in the Notice of Termination and for such other services that County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Contractor shall discontinue all services as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

## **ARTICLE VII**

**Indemnity.** The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor, and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE VIII**

**California Residency (Form 590).** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE IX**

**Venue.** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

## **ARTICLE X**

**Taxpayer Identification Number (Form W-9).** All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XI**

**Confidentiality.** All information, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE XII**

**Administrator.** The County Officer or employee with responsibility for administering this Contract is Tameka Usher, Director of Human Resources, Human Resources Department, or successor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates indicated below.

**-- CONTRACTOR --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Kenneth Cater  
"Contractor"

**--- COUNTY OF EL DORADO ---**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_