

# ORIGINAL

## AGREEMENT FOR SERVICES #256-S1811 Removal/Disposal of Animal Carcasses and Medical/Biohazardous Waste

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**THIS AGREEMENT** 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 Koefran Industries, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11350 Kiefer Boulevard, Sacramento 95830, (mailing address: P.O. Box 276424, Sacramento, CA 95827-6424), and whose Agent for Service of Process is *A. Michael Koewler, 11350 Kiefer Blvd., Sacramento, CA 95830* (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide services necessary to dispose of animal carcasses, hazardous waste carcasses and associated medical/biohazardous waste collected by the Animal Services Unit of Health and Human Services Agency ("Animal Services"); and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

### ARTICLE I

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to dispose of animal carcasses, hazardous waste carcasses, and associated medical/biohazardous waste as more specifically set forth below. Small animal carcasses, hazardous waste carcasses, and associated medical/biohazardous waste shall be collected and disposed of by Contractor. As appropriate and unless otherwise requested by County, large animal carcasses may be delivered by County to Contractor's facility for disposal.

A. Definitions:

1. "Small animal carcasses" shall mean the bodies of dead animals not to exceed two hundred twenty-five (225) pounds in weight.
2. "Large animal carcasses" shall mean the bodies of dead animals exceeding two hundred twenty-five (225) pounds in weight.
3. "Hazardous waste carcass" shall mean the head only of a carcass that has tested positive for rabies. The remainder of the animal carcass shall be categorized according to weight.
4. "Medical/biohazardous waste" shall mean 2-gallon red sharps containers, 8-gallon red or yellow (chemo) sharps containers and bagged medical/biohazardous waste (red or yellow [chemo]).
5. "Freezer unit" shall mean an enclosed freezing box provided by the Contractor to the County for the purpose of storing and preserving small animal carcasses and hazardous waste animal carcasses.
6. "West Slope" shall mean the area of the County of El Dorado that encompasses the west slope of the Sierras, including but not limited to Placerville, Cameron Park, El Dorado Hills and all areas, towns, villages or communities surrounding these locations and not considered part of the East Slope.
7. "East Slope" shall mean the area of the County of El Dorado that encompasses the east slope of the Sierras, including, but not limited to, South Lake Tahoe and all areas, towns, villages or communities surrounding this location and not considered part of the West Slope.

B. Contractor' Responsibilities:

1. Provide waste bags and/or boxes for hazardous waste carcasses. Waste bags and/or boxes for hazardous waste carcasses shall be red in color and said carcasses shall not exceed ten (10) pounds per bag and/or box.
2. Provide containers and replacement containers for medical/biohazardous waste, including but not limited to 2-gallon red sharps containers, 8-gallon red and yellow (chemo) sharps containers, red and yellow (chemo) bags.
3. Retrieve large animal carcasses from County's location or from other requested location within twenty-four (24) hours of request.
4. Remove all small animal and hazardous waste animal carcasses from the collection site on a bi-weekly basis and, if necessary, within twenty-four (24) hours after County has notified Contractor that the freezer unit(s) have reached maximum capacity. If the County requests an additional pick-up in addition to the bi-weekly pick-up, the additional pick-up will be considered an "emergency pick-up" and will be subject to an emergency pick-up charge as defined in the section titled "Compensation for Services".
5. Accept and dispose of large animal carcasses (over 225 pounds per animal) delivered to Contractor's location at 11350 Kiefer Boulevard, Sacramento, CA 95830.
6. Remove and dispose of associated medical/biohazardous waste, whether in designated containers or bagged, and provide medical/biohazardous waste tracking receipts.
7. Transport any animal carcasses, hazardous waste carcasses, or medical/biohazardous waste in an enclosed vehicle or other secure manner.

8. Assume title to all waste and animal carcasses upon removal from County premises or upon delivery to Contractor's premises by County.
9. Upon notification by County of the malfunction of freezer unit and within twenty-four (24) hours of said notification, Contractor shall:
  - a. Remove animal carcasses from malfunctioning freezer unit; and
  - b. Make or have made all necessary repairs on malfunctioning freezer units; and
  - c. Assume full responsibility for payment of any costs associated with said repair. If said freezer unit cannot be repaired within twenty-four (24) hours Contractor shall, at no cost to County, replace the freezer unit with a same or better model.

C. County's Responsibilities:

1. Remove all collars, chains, tags, or other objects affixed or attached to animal carcasses, except paper items.
2. Remove animal carcasses from polyethylene bags prior to placing in freezer unit.
3. Collect and store small animal and hazardous waste animal carcasses in Contractor-provided freezer units.
4. Refrain from placing any decomposed or maggot-infested animal carcasses in any of the freezer units.
5. Deliver large animal carcasses to Contractor's location, as appropriate.
6. Comply with all applicable laws and regulations regarding collection, storage and handling of animal carcasses.
7. Maintain each freezer unit in a clean and sanitary condition.
8. Inform Contractor immediately of any repairs or modifications that need to be made to any of the freezer units.
9. Take reasonable precautions to prevent access to each freezer unit by individuals who are not agents or employees of County while the freezer is in the County's possession.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2018 to December 31, 2021 unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be:

<b>DISPOSAL OF SMALL ANIMAL CARCASSES</b>		
<b>Description</b>	<b>Amount</b>	
Disposal of small animal carcasses (under 225 pounds per animal). Scheduled pick-up is bi-weekly, however, if an additional pick-up is requested, an "emergency pick-up" fee of \$150 for the East Slope and \$300 for the West Slope will be charged in addition to the monthly fee.		
West Slope Animal Shelter	\$1246.57/ month	
East Slope Animal Shelter	\$404.49/ month	
<b>DISPOSAL OF LARGE ANIMAL CARCASSES</b>		
<b>Description</b>	<b>Amount</b>	<b>Quantity</b>
Delivered to Contractor's location (11350 Kiefer Blvd, Sacramento, CA 95830) by County.	\$135.00	Each
<b>Picked up by Contractor</b> at County location as described below. First animal is full price; each additional animal is half price for same day service*		
Area 1 = Cameron Park, El Dorado Hills, and Shingle Springs	\$150.00	Each*
Area 2 = Diamond Springs, El Dorado, Lotus, Placerville, and Rescue	\$180.00	Each*
Area 3 = Camino, Coloma, and Pollock Pines	\$200.00	Each*
Area 4 = Cool, Garden Valley, Georgetown, Greenwood, Mount Aukum, and Somerset	\$230.00	Each*
<b>MEDICAL/BIOHAZARDOUS WASTE DISPOSAL</b>		
Price includes pick up, disposal, replacement containers, and medical/biohazardous waste tracking receipt.		
<b>Description</b>	<b>Amount</b>	<b>Quantity</b>
2-gallon red sharps container	\$55.00	Each
8-gallon red or yellow (chemo) sharps container	\$195.00	Each
Bagged medical/biohazardous waste, red or yellow (chemo)	\$3.75	Per pound

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
 Health and Human Services Fiscal Unit  
 3057 Briw Road, Suite B  
 Placerville, California 95667

Or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the article titled "Default, Termination, and Cancellation".

#### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation over the term of this Agreement shall be \$140,000.

#### **ARTICLE V**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE IX**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County 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 will 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 Agreement to the contrary, County shall give notice of cancellation of this Agreement 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 which 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 in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. 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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County or Contractor may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by either party without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which 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 promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

### **ARTICLE XIII**

**Notice to Parties:** 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 to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

Or to such other location as the County directs.

With a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

KOEFRAN INDUSTRIES, INC.  
P.O. Box 276424  
Sacramento, CA 95827-6424  
ATTN: Stan Lawlor, General Manager

Or to such other location as the Contractor directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**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 the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the 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 XVI**

**Liability Limitation:** Excluding the indemnity obligations under the Article "Indemnity," in no event shall the liability of County or its agents, successors, affiliates and/or assigns for any breach or default under this Agreement, whether actual or alleged, be greater than the total not-to-exceed amount for the entire term of this Agreement, except where such limitation to liability violates any applicable laws.

#### **ARTICLE XVII**

**Attorney Fees:** If either County or Contractor initiates legal proceedings arising under or relating to this Agreement, the prevailing party in the proceeding shall be entitled to recover its costs and reasonable attorney's fees, including any expert witness fees incurred.



## **ARTICLE XVIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The 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 in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

**ARTICLE XIX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

## **ARTICLE XXI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXII**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

### **ARTICLE XXIII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors 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 Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XXIV**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

### **ARTICLE XXV**

**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 XXVI**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

### **ARTICLE XXVII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

### **ARTICLE XXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Chief Animal Control Officer, Health and Human Services Agency, or successor.

**ARTICLE XXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXI**

**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.

**ARTICLE XXXII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

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**ARTICLE XXXIII**


**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Henry Brzezinski  
Chief Animal Control Officer  
Health and Human Services Agency

Dated: 11/9/17

**Requesting Department Head Concurrence:**

By:   
Patricia Charles-Heathers, Ph.D., M.P.A.  
Director  
Health and Human Services Agency

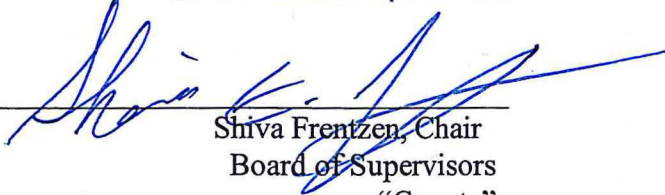
Dated: 11/13/17

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12-19-17

By:   
Shiva Frentzen, Chair  
Board of Supervisors  
"County"

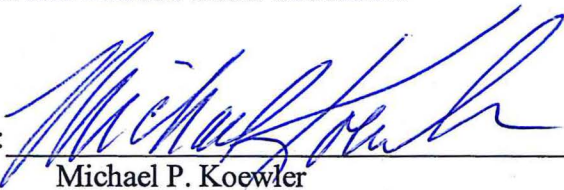
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 12-19-17

-- CONTRACTOR --

KOEFRAN INDUSTRIES  
A CALIFORNIA CORPORATION

By:   
Michael P. Koewler  
President  
"Contractor"

Dated: 11.21.17

By:   
Marc Piziali  
Chief Financial Officer

Dated: 11/21/17