

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
October 24, 2006**

AGENDA TITLE: Extension to Agreement #156-S0611, with All Clean Commercial Janitorial

DEPARTMENT: Mental Health

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: John Bachman, PhD, Interim Director

John Bachman

10/10
C Laura Schwartz

DATE: 10/6/2006

PHONE: 621-6220

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Mental Health Department requests the Board approve and authorize the Chairman to sign a one year extension of Mental Health's Agreement with All Clean Commercial Janitorial for janitorial services at the Psychiatric Health Facility in Placerville. The term of this extension will be for the period of September 20, 2006 through September 30, 2007.

Retroactive as to term due to the vendor holding the agreement for a month.

CAO RECOMMENDATIONS:

Financial impact? Yes () No

Funding Source: () Gen Fund Other

BUDGET SUMMARY:

Other: Medi-Cal and Realignment funds

Total Est. Cost	\$26,988.00
Funding	
Budgeted	\$26,988.00
New Funding	_____
Savings*	_____
Other	_____
Total Funding	\$26,988.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

4/5's Vote Required () Yes No
 Change in Policy () Yes No
 New Personnel () Yes No

CONCURRENCES:

Risk Management
 County Counsel
 Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

EL DORADO COUNTY

DEPARTMENT OF MENTAL HEALTH ADMINISTRATIVE OFFICE



John Bachman, PhD, Interim Director
Barry Wasserman, LCSW, Acting Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

October 6, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Extension to Agreement #156-S0611 with All Clean Commercial Janitorial

RECOMMENDATIONS:

The Mental Health Department requests the Board approve and authorize the Chairman to sign a one year extension to Agreement #156-S0611 with All Clean Commercial Janitorial.

REASONS FOR RECOMMENDATIONS:

The Agreement with All Clean Commercial Janitorial is for the provision of janitorial services at the Psychiatric Health Facility in Placerville for the Department of Mental Health.

This Agreement is retroactive due to the vendor taking one month to return the signed Agreement to Procurement.

County Counsel and Risk Management have approved this Agreement and a copy is on file in the Board Clerk's Office.

The Administrator of this Agreement shall be Thomas Michaelson, Department Analyst.

FISCAL IMPACT:

The total funding for this extension is \$26,988.00. This amount has been included in the Department's budget for FY 2006/2007.

NET COUNTY COST:

None.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Board Clerk's Office will forward executed Agreement to Mental Health Department for further processing.
2. CAO's Procurements and Contracts Division will create a blanket purchase order.

Respectfully submitted,

John Bachman, PhD
Interim Director

CONTRACT ROUTING SHEET

Date Prepared: 8/4/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5838
Department Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: All Clean Janitorial
Address: PO Box 4583
El Dorado Hills, CA 95762
Phone: (530) 621-3151

AUG -4 PM
DORADO COUNTY COUNSEL
Mona Nelson

CONTRACTING DEPARTMENT: Mental Health

Service Requested: Janitorial - PHF
Contract Term: Expires 9/20/2007 Amendment Value: \$26,988.00
Compliance with Human Resources requirements? Yes: _____ No: 36
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 8-15-06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

DATE	ASSIGNMENT	ATTORNEY	DEPT./INDEX NO.	BY:
<u>08/07/06</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: [Signature] Disapproved: _____ Date: 8-18-06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

AUG 16 2008

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES #156-S0611 AMENDMENT I

This Amendment I to that Agreement for Services #156-S0611, 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 Bruce and Lori Shull dba All Clean Commercial Janitorial, duly qualified to conduct business in the State of California, whose principal place of business is 912 Apero Court, (Mailing: P.O. Box 4583), El Dorado Hills, CA 95762; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide selected janitorial services for the Mental Health Department's Psychiatric Health Facility, in accordance with Agreement for Services #156-S0611, dated September 20, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year, hereby amending **ARTICLE II – Term** and **ARTICLE III - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties** and **ARTICLE XVII – Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #156-S0611 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of September 20, 2005 through September 30, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be \$2,249.00 per month. The total amount of this Agreement, as amended, shall not exceed \$53,976.00 for the two (2) year period.

Contract agrees to invoice the facility at the address written below:

EL DORADO COUNTY MENTAL HEALTH DEPARTMENT
ATTN: ACCOUNTING
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667

ARTICLE XI

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
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: TOM MICHAELSON, DEPARTMENT ANALYST

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

ALL CLEAN COMMERCIAL JANITORAL
P.O. BOX 4583
EL DORADO HILLS, CA 95762

or to such other location as the Contractor directs.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Michaelson, Department Analyst, Mental Health Department, or successor.

Except as herein amended, all other parts and sections of that Agreement #156-S0611 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #156-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**


**ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors**


By: _____ **Date:** _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

**ALL CLEAN COMMERCIAL JANITORIAL
A GENERAL PARTNERSHIP**

By: 
**Bruce Shull, General Partner
"Contractor"**

By: 
**Lori Shull, General Partner
"Contractor"**

COPY

AGREEMENT FOR SERVICES #156-S0611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Bruce and Lori Shull doing business as All Clean Commercial Janitorial, a general partnership, duly qualified to conduct business in the State of California, whose principal place of business is 912 Apero Court, (Mailing: P.O. Box 4583), El Dorado Hills, CA 95762; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide selected janitorial services for the Mental Health Department's Psychiatric Health Facility; 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 provisions of such services provided by Contractor are in the public's best interest, 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 personnel and equipment necessary to provide selected janitorial services for the Mental Health Department's Psychiatric Health Facility located at 935-B Spring Street, Placerville, California 95667. Contractor shall provide four (4) hours of cleaning service on weekdays (Monday through Friday) and two (2) hours of cleaning service on weekends (Saturday and Sunday) and Holidays. Services shall be provided in accordance with the following:

A. Daily Services Weekdays (Monday – Friday)

1. Floors and Interior Stairways/Not Carpeted
 - a. Sweep and dust mop
 - b. Wet mop tile floors every other day
2. Floors and Interior Stairways/Carpeted
 - a. Vacuum, spot clean when necessary
3. Dust furniture, taking care not to disturb papers left on desks, dust all ledges that may be reached without use of ladder, wipe windowsills, and clean cobwebs.
4. Empty and clean all wastebaskets
5. Remove hand marks and dirt from woodwork, walls, and partition glass. Clean all doorknobs with disinfectant.
6. Clean and disinfect all drinking fountains
7. Sweep halls, entranceways and sidewalks
8. Clean glass entrance doors, glass in nurse's station, and glass in observation areas.
9. Restrooms (all patient and staff restrooms)
 - a. Clean and disinfect commodes, toilet seats and urinals
 - b. Clean mirrors and fixtures
 - c. Wet mop restroom floors
 - d. Clean and disinfect all showers
 - e. Restock toilet paper, soap, and towels
10. Clean observation room and all five (5) bedrooms within, including seclusion areas

B. Daily Services Weekends/Holidays (Saturday, Sunday, & County Holidays)

1. Restrooms (all patient and staff restrooms)
 - a. Clean and disinfect commodes, toilet seats and urinals
 - b. Clean mirrors and fixtures
 - c. Wet mop restroom floors
 - d. Clean and disinfect all showers
 - e. Restock toilet paper, soap, and towels
2. Empty all wastebaskets
3. Clean observation room and all five (5) bedrooms within, including seclusion areas

C. Weekly Service (once per week unless required more often)

1. Dust picture frames and clean glass, perform all low dusting of furniture and baseboards, windowsills, and ledges
2. Clean metal thresholds, trim around doors and light switches
3. Buff floors between wax applications

D. Quarterly (every three (3) months)

1. Dust vertical wall surfaces, ceiling lighting fixtures and other high dusting requiring use of ladder
2. Wash all exterior windows, inside

E. Supervision

Contractor agrees that contractor staff shall have adequate supervision to insure that facilities are maintained consistently in accordance with the terms of this contract. Contractor shall furnish to each facility, the name of a contract supervisor who may be contacted by County when problems occur.

All services shall be provided under the direction of the Contract Administrator. Contractor agrees to meet with County staff on-site on a weekly basis if requested to do so by the Contract Administrator.

F. Supplies

1. Contractor agrees to furnish supplies and materials including, but not limited to, cleaning soaps, waxes (UL approved slip resistant type), brooms, mops, and any other equipment and safety devices necessary to perform the services required herein.

2. County agrees to furnish paper towels, toilet tissue, hand soap, seat covers, sanitary napkins, electric light bulbs, and fluorescent tubes.

G. Confidentiality

All data, 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.

Services shall be provided between the hours of 6:00 A.M. and 10:00 A.M., seven (7) days per week, including County holidays, unless otherwise specified. County will provide Contractor with a list of County holidays.

Contractor shall be responsible for turning off all lights and locking all doors in all offices when leaving County premises. Contractor shall further be responsible for all keys issued to him/her for County premises, and shall return said keys upon termination of this contract. If the keys are lost or Contractor cannot return the keys for any reason, Contractor shall be responsible for the cost of reproducing, replacing said keys or re-keying locks.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be \$2,249.00 per month. The total amount of this Agreement shall not exceed \$26,988.00.

Contract agrees to invoice the facility at the address written below:

EL DORADO COUNTY MENTAL HEALTH DEPARTMENT
ATTN: ACCOUNTING
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667

ARTICLE IV

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 V

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 VI

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 VII

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 VIII

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 cancelled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

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.

- 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 may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. 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. 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 X

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 in duplicate and addressed as follows:

COUNTY OF EL DORADO
MENTAL HEALTH DEPARTMENT
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: JENNIFER HAYWORTH, DEPARTMENT ANALYST

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

ALL CLEAN COMMERCIAL JANITORIAL
P.O. BOX 4583
EL DORADO HILLS, CA 95762
ATTN: BRUCE AND/OR LORI SHULL

or to such other location as the Contractor directs.

ARTICLE XI

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 attorneys 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) or 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 XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County 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.
- C. Automobile Liability Insurance of not less than \$500,000.00 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, 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. For the purposes of this Agreement, professional liability is not required.
- E. Proof of a Janitorial bond of not less than \$10,000.00.
- F. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- G. 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.
- H. 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.

- I. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- O. 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.
- P. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either-independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XIII

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 XIV

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 XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have 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 XVI

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 XVII

Administrator: The County Officer or employee with responsibility for administering this agreement is Jennifer E. Hayworth, Department Analyst, or successor.

ARTICLE XVIII

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 XIX

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 XX

Venue: Any dispute resolution action rising 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 XXI

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 Department Concurrence:

By: Barry Wasserman Dated: 8/10/05
Barry Wasserman, Interim Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 9-26-05

By: Charlie Paine
CHARIE PAINE Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: [Signature] Date: 9-26-05
Deputy Clerk

-- CONTRACTOR --

Dated: 8/14/05

ALL CLEAN COMMERCIAL JANITORIAL
A GENERAL PARTNERSHIP

By: Bruce Shull
Bruce Shull, General Partner
"Contractor"

By: [Signature]
Lori Shull, General Partner
"Contractor"