

AGREEMENT FOR SERVICES #042-S1411
Removal/Disposal of Animal Carcasses and Medical/Biohazardous Waste

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, 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), (hereinafter referred to as "Contractor"), and whose A. Michael Koewler, 11350 Kiefer Blvd., Sacramento, CA 95830.

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 the 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 (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) 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 County of El Dorado 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 will furnish 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 within twenty-four (24) hours of request.
4. Remove all small animal and hazardous waste animal carcasses from the collection site within forty-eight (48) hours after County has notified Contractor that the freezer unit(s) have reached maximum capacity.
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 July 1, 2013 to December 31, 2017 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, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

- A. Rates: The following monthly rate for the disposal of small animal carcasses and the rates for all other listed services shall be effective July 1, 2013 through December 31, 2013. Notwithstanding the foregoing, if any services are not satisfactory in County's discretion, Contractor shall remedy such matter at no cost to County.

DISPOSAL OF SMALL ANIMAL CARCASSES		
Description	Amount	Frequency
Disposal of small animal carcasses (under 225 pounds per animal)		
West Slope Facility	\$1,695.00	Monthly
East Slope Facility	\$550.00	Monthly

DISPOSAL OF LARGE ANIMAL CARCASSES		
Description	Amount	Quantity
Delivered to Contractor's location (11350 Kiefer Blvd, Sacramento, CA 95830) by County.	\$135.00	Each
Picked up by Contractor 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*
MEDICAL/BIOHAZARDOUS WASTE DISPOSAL		
Price includes pick up, disposal, replacement containers, and medical/biohazardous waste tracking receipt.		
Description	Amount	Quantity
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

The above monthly rates shall be increased 2.5% effective January 1, 2014 and shall each be increased an additional 2.5% on January 1 each year thereafter during the term of this Agreement.

- B. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency Attn: Health Services Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	Koefran Industries P. O. Box 276424 Sacramento, CA 95827-6424

- C. Not-to-Exceed: Compensation for services provided under this Agreement shall not exceed \$138,900 over the term of the Agreement.

ARTICLE IV

License: Contractor warrants and represents that it is duly licensed in good standing by the State of California to perform services under this Agreement and that it shall maintain said license in good standing throughout the term of this Agreement.

ARTICLE V

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 VI

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 VII

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. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

ARTICLE VIII

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 IX

Fiscal Considerations: The parties to this Agreement 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 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 X

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 may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County 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 XI

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 XII

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
415 PLACERVILLE DRIVE, SUITE N
PLACERVILLE, CA 95667
ATTN: HENRY BRZEZINSKI, CHIEF ANIMAL CONTROL OFFICER

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

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 XIII

Indemnity: The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives 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 XIV

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 XV

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 XVI

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.
 1. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

2. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XVII

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 Workers' Compensation and Employers' 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 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 (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 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 the 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 listed herein below and including an endorsement page for the "additional insured" language 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 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 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 the protection of the County.
- P. 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 the 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 for breach pursuant to Article titled "Default, Termination, and Cancellation."

ARTICLE XVIII

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 XIX

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 XX

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 XXI

Force Majeure: If any of the parties cannot perform their obligations hereunder (other than financial obligations, including the obligation to pay money when due) due to events beyond the reasonable control of that party, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond the reasonable control of a party shall include, without limitation, acts of God, war, civil commotion, strikes, fire, flood or other casualty, government regulation or restriction having a direct and material impact on the ability to perform hereunder. Notwithstanding the foregoing, if such force majeure events occur more than thirty (30) days at any one time, County shall not be obligated to the monthly services fees to Contractor for the foregoing thirty (30) days. Any increased costs as a result of a force majeure event shall not be borne by County.

ARTICLE XXII

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 XXIII

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 XXIV

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 XXV

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 County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XXIX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXX

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 XXXI


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: 
(FR) Henry Brzezinski, Chief Animal Control Officer
Health and Human Services Agency

Dated: 6-13-13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Janet Walker-Conroy, M.A.
Interim Director
Health and Human Services Agency

Dated: 6/17/13

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #042-S1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

- - CONTRACTOR - -

KOEFRAN INDUSTRIES
A CALIFORNIA CORPORATION

By: SL
Scott Lippi, Chief Operating Officer
"Contractor"

Date: 6-13-13

By: [Signature]
Corporate Secretary

Date: 6/13/13

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