

AGREEMENT FOR SERVICES #5141

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 Apex Systems, Inc. a Nevada Corporation, dba ServPro of Carson City / Douglas County / South Lake Tahoe, duly qualified to conduct business in the State of California, whose principal place of business is 193 Shady Lane, Stateline, NV, 89449, and whose Agent for Service of Process is *Weldon Wulstein, 965 Tahoe Keys Blvd A, South Lake Tahoe, CA 96150, (Mailing: P.O. Box 764, Zephyr Cove, NV 89448)* (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide supplemental janitorial services for the Health and Human Services Agency, Behavioral Health Division, located at 1900 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150; and

WHEREAS, due to COVID-19, the County has determined that supplemental daily cleaning is necessary at 1900 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, for the safety of clients and staff; 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 such services provided by Contractor are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant addition of permanent staff and the nature of the work involves urgent or emergency services in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000; and

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide supplemental daily cleaning commencing after 11:00 am each weekday (Monday through Friday, not including Holidays).

A. Services: Contractor shall perform the following supplemental cleaning services:

1. Using EPA-registered disinfectant products for use against SARS-CoV-2 (COVID-19), sanitize and disinfect high touch points on main and staff entrance doors, lobbies, reception counters, restrooms, breakroom/kitchens, copy rooms, conference rooms, training rooms, interview booths/rooms, and other group or staff spaces. High touch points include but are not limited to:
 - a) Door handles, counter tops, light switches, appliance handles (refrigerators and microwaves, etc.), fixture handles (sinks, toilets, etc.), bathroom stall doors, paper towel and soap dispensers, water fountains, copy machine control panels, and the tables, phones, and keyboards in conference, training and meeting rooms.

B. County Responsibility:

1. County shall be responsible for providing directions to Contractor. These directions shall include but are not be limited to the following:
 - a. Identify County's designated contact(s) for each building. The County's designated contact(s) shall submit in writing to Contractor the names of County personnel that shall have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than County authorized personnel shall not be accepted or paid for by County.
 - b. Provide training assistance to Contractor's staff in security protocols and procedures.
 - c. Establish time and frequency of direct meetings with Contractor's Project Manager.
 - d. Schedule inspections with Contractor's Project Manager. Quality service and strict adherence to Agreement shall be expected from Contractor.

C. Contractor Responsibility:

1. Contractor shall provide all personnel, equipment, tools, materials, supervision and all other items and services necessary to perform the cleaning services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy, and safe work environment for all occupants of and visitors to County-leased office building(s).
2. Contractor shall be responsible for all coordination and supervision of personnel associated with the cleaning service at County facilities. These activities shall include but may not be limited to the following:
 - a. Recruit, screen, background check, and train personnel to ensure Contractor's staff is capable of fulfilling the requirements of this Agreement.
 - b. Train employees in County's security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures.
 - c. Cooperate with County officials in investigation of suspected criminal activity committed by Contractor's employee(s) or witnessed by Contractor's employee(s).

- d. Provide a Project Manager who shall be responsible for the performance of Contractor under this Agreement and who shall remain County's primary contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with County's designated contact(s) to ensure prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the County's designated contact(s). The Project Manager shall contact the County's designated contact(s) to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the Agreement and Contractor's performance.
 - e. Provide adequate field supervision to ensure Contractor's cleaning staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed written plan for providing supervision including a detailed written back up plan(s) in the event cleaning staff is absent or leaves premises prior to completion of duties, must be provided in writing to County.
 - f. Develop an internal monitoring system that shall be used to ensure service quality. Said internal monitoring system shall include non-scheduled spot checks as well as regularly scheduled written inspections with a copy to the County's designated contact(s). County's designated contact(s) may choose to inspect with or independently of Contractor.
 - g. Evaluate staff performance.
 - h. Report vandalism and/or damage of County's property to the County's designated contact(s) immediately upon discovery.
 - i. Inform Contractor's employees that County equipment shall not be used by Contractor or Contractor's employees without prior written approval of County.
3. Contractor shall conform to all applicable Federal, State, and local laws, and to the requirements of this Agreement. In performing work under this Agreement, Contractor shall:
- a. Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of any person(s) performing or in any way coming into contact with the performance of this Agreement.
 - b. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
 - c. Take such additional precautions as the County's designated contact may reasonably require for health, safety and environmental protection.
 - d. Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the County's designated contact, shall be grounds for termination of this Agreement in accordance with the Default, Termination and Cancellation clause of this Agreement.
 - e. Damage Reports. In all instances where County property or equipment is damaged, Contractor shall submit to the County's designated contact a full report of the facts and extent of such damage verbally within an hour by leaving a message at County's designated contact's phone number and in writing within 24 hours of the occurrence.
 - f. Accident Reports: Contractor shall comply with State of California, OSHA and all other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. All accidents shall

be reported to County's designated contact in person or by phone within one hour of accident. A full written report of the accident, including all known facts and the extent of such damage, shall be provided in writing to the County's designated contact within 24 hours of the occurrence.

- g. Chemical Spills: The Contractor shall provide a plan that addresses incidental and emergency spills of any chemicals brought on-site.
- h. Hazard Communications: Contractor must maintain a minimum of three (3) updated Material Safety Data Sheets (MSDS) files on-site as follows:
 - i. One (1) shall be given to County's designated contact.
 - ii. One (1) shall be placed in Contractor's Agreement file.
 - iii. One (1) shall be kept in each janitorial closet located on premises.

D. Supplies:

- 1. Contractor agrees to:
 - a. Furnish all supplies and materials necessary for the proper performance of each cleaning service. At a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications. Contractor shall, as much as feasibly possible, use "scent free" material and supplies. Contractor shall not use any material or supplies which the County's designated contact(s) determine would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.
 - b. Contractor shall provide to the County's designated contact(s) Material Safety Data Sheets (MSDS) for all chemicals used or stored in the buildings and post the MSDS in all janitorial closets.
 - c. Contractor shall provide hazardous chemical training to Contractor's employees.

E. Contractor Responsibilities re: Employee Recruitment:

- 1. Employee Screening: Contractor shall be required to have all employees assigned to work at County facilities to participate in and provide current results of the below screening processes to Contractor. County will not pay for any screening processes. All screening processes must be employee or Contractor paid. Contractor shall review the screening process results to ensure employee meets County criteria. Contractor shall retain a copy of the screening process results in their employee files and shall provide a written declaration to County prior to the first day of employee's working at County facility certifying that the employee has successfully passed the following screening processes:
 - a. Verify residency for the past seven (7) years.
 - b. Conduct background checks, including criminal history, based on residency location every three (3) years.
 - c. Persons with any history of drugs, violence of any type including weapons violations, theft of all types, fraud, and/or forgery shall not be assigned to work at any County facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination.
 - d. Conduct, at minimum, a five (5)-panel drug screen test for THC, Cocaine, Phencyclidine [PCP], Opiates [Codeine, Morphine, 6-AM aka "Heroin,"] and Amphetamines [Methamphetamine, MDMA aka "Ecstasy," and synthetic stimulants aka "Bath Salts"] for each person who will be assigned to work at

- any County facility. Contractor shall not assign any person with positive test drug screen results to work at any County facility.
2. Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the designated County contact(s) shall be notified prior to the change. In addition, staff shall have the ability to:
 - a. Read, write, speak, and understand the English language.
 - b. Have the necessary public relations skills to deal with employees and patrons in a professional, courteous, businesslike manner.
 - c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
 - d. Maintain poise, self-control, tact, diplomacy, and mature judgment under stress.
 3. County shall be the sole judge of efficiency and acceptability of each cleaning employee's performance while on site. County reserves the right to require Contractor to remove any cleaning personnel from further duty at County without cause and without the right to recover damages by such cleaning employee or by Contractor from County. If County requires the removal of any cleaning personnel from duty, County may, at its sole discretion, provide Contractor the reasons for the removal demand. However, County is not required to provide such reasons, Contractor may not challenge such reasons, and Contractor shall promptly remove and replace an individual cleaning employee when requested to do so by County.
- F. Contractor Responsibility re: Identification and Conduct of Contractor's Employee(s):
1. Contractor shall ensure that only their properly identified employees listed with the County's designated contact(s) are permitted on the premises during the performance of daily duties.
 2. Contractor shall be held strictly accountable for damages or breaches of security caused by its employees.
 3. Contractor's employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.
 4. Contractor's employees must wear a badge in plain view indicating the employee's name and company name in letters not less than ¼ inch in height.
 5. Contractor's employees must not consume food or beverages while performing their contractual duties. If available, Contractor's employees may use the individual Department's lunchroom for normal breaks and lunch periods.
 6. Contractor's employees shall not consume alcoholic beverages nor use narcotics while on duty nor be under the influence of any intoxicating liquor or other substance when reporting for duty.
 7. Contractor's employees must not receive nor initiate personal telephone calls from County-owned telephones.
 8. Contractor's employees must not fraternize with County staff, Clients, or visitors to the building nor unnecessarily disrupt County employees from their work while performing their contractual duties.
 9. Contractor's employees must not play radios or other sound equipment while performing their contractual duties without the prior approval of Contractor and County's designated contact(s).

G. Contractor Responsibility re: Confidentiality:

1. All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be strictly treated by Contractor and Contractor's staff as confidential information. Contractor and Contractor's staff shall not disclose or use, directly or indirectly, at any time any such confidential information.
2. Contractor shall be bound to confidentiality any information its employees may become aware of during the course of performance of contracted tasks. Breaches of confidentiality by Contractor or by its staff shall constitute grounds for immediate cancellation of the Agreement and may result in legal action.
3. Each of Contractor's employees, including temporary staff, shall be required to annually sign an "Employee Confidentiality Agreement" using Exhibit A, attached hereto and incorporated by reference herein, as an example. Contractor shall keep a copy of the Employee Confidentiality Agreement. Contractor to provide a copy of any signed "Employee Confidentiality Agreement" to County upon request by County.

H. Contractor Responsibility re: Security:

1. County shall provide Contractor with entry cards and/or keys (keys) necessary to perform the cleaning services required under this Agreement.
2. Contractor shall be responsible for all keys issued for access to County premises and shall return said keys immediately upon termination of this contract. All costs accrued by County in reinstating facility security occasioned by loss of keys due to Contractor's and/or its employees' negligence shall be billed to Contractor.
3. Contractor must maintain a secure environment while cleaning the facility.
 - a. Contractor shall be given instructions on County's sign in/out procedures. It shall be Contractor's responsibility to assure sign in/out procedures are strictly followed.
 - b. No one shall be allowed access to or into any County facility except Contractor's employees who are responsible for performing actual cleaning services.
 - c. Contractor's employees shall not have relatives or other personal visitors at the work site.
 - d. Upon completion of work each day, Contractor's staff shall be responsible for securing all entrances and exits to building prior to their departure, including but not limited to gates, and entries to management offices, and shall ensure that County employee "open" signs are turned to "closed." Immediately prior to leaving the premises at the end of their shift, employees shall ensure building's security alarm is properly alarmed. Failure to maintain a secure environment, properly secure the building, or set the security alarm shall result in a complaint to vendor and possible cancellation of the contract.
 - e. Contractor shall be responsible for all costs associated with their or their employee's failure to set any required alarms or secure any facility properly upon their departure (i.e. false alarm fees, stolen items or equipment, damage repairs, etc.). In addition, should the Agreement be canceled for failure of Contractor or Contractor's staff to properly secure the building or set the security alarm, the cost of changing the building locks and re-coding the

security alarm, if applicable, shall be charged to Contractor. County may deduct these costs from any monies due to Contractor.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from the date thereof.

ARTICLE III

Compensation for Services:

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be \$900 per week.

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit B, attached hereto and incorporated by reference herein. 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 sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><u>BHinvoice@edcgov.us</u></p> <p>Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.” For all satisfactory 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. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

- C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$52,000.

In the event that Contractor fails to deliver the documents or other deliverables required herein, 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 Article XI, “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

ARTICLE IV

Assurance of Compliance: Contractor shall comply with Exhibit C, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

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.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

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 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 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
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

APEX SYSTEMS, INC.
dba SERVPRO OF CARSON CITY /
DOUGLAS COUNTY / SOUTH LAKE TAHOE
P.O. Box 764
Zephyr Cove, NV 89448
ATTN: John or Kimber Allen

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: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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

Litigation:

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

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 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.
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- 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 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

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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVI

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 XXVII

Contractor Registration: Contractor and subcontractors shall comply with the requirements of California Labor Code Section 1420 et seq. which includes registration with the Division of Labor Standards Enforcement of the Department of Industrial Relations (DIR). Contractor and subcontractors must possess a current and valid registration issued by the DIR at the time of execution and at all times during the term of this Agreement and any amendment hereto.

ARTICLE XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, Program Manager, 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.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXIV

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.

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Requesting Contract Administrator Concurrence:

By: _____
Olivia Byron-Cooper, MPH
Program Manager / Epidemiologist
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon
Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

-- CONTRACTOR --

APEX SYSTEMS, INC.
dba SERVPRO OF CARSON CITY /
DOUGLAS COUNTY / SOUTH LAKE TAHOE
(A NEVADA CORPORATION)

By: _____
John Allen
CEO
"Contractor"

Dated: _____

By: _____
Kimber Allen
Corporate Secretary

Dated: _____

(AMW)

EXHIBIT A

EMPLOYEE CONFIDENTIALITY AGREEMENT

It is impossible to overstate the importance of the County of El Dorado's ("County") relationship with the public including but not limited to County clients ("Client") and the County-Client confidential communication privilege, i.e., statutory acknowledgment of County's right and responsibility to maintain and ensure any communication between County and Client shall remain confidential (42 CFR §431.300 and Welfare & Institutions Code §14100.2). During the course of employment with (Pro-Line Cleaning Services) ("Vendor"), Vendor's employee ("Employee") may have access to and acquire confidential Client information (Acquired Confidential Information). Acquired Confidential Information can take many shapes including but not limited to the hearing, receiving and/or obtaining names of Clients through various means. Acquired Confidential Information shall never be discussed or disclosed to any party for any reason, use or purpose. Should Employee have doubts about what might be considered Acquired Confidential Information, they must request clarification from County or Vendor.

As a condition of employment with Vendor working at County facility(s), Employee understands and agrees to the following:

1. Employee shall not divulge any Acquired Confidential Client information obtained during the term of their employment with Vendor or after their employment with Vendor has ended unless specifically required to do so by a court of law. More particularly:
 - a. Information or situations observed during the course of performing job duties shall never be disclosed or discussed.
 - b. Documents including but not limited to completed forms, reports, correspondence, work papers, files and faxes shall not be moved, opened or accessed in any way, shape or manner.
 - c. Computers shall not be accessed in any way, shape or manner.
 - d. Client information, including but not limited to Client name, address or the fact that Client has a relationship with County shall never be revealed or discussed with anyone unless required by a court of law.
 - e. Any information acquired regarding the operations, activities and business affairs of the County shall be kept confidential and shall not be revealed or discussed with anyone unless required by a court of law.
2. Employees found to be in violation of this Employee Confidentiality Agreement ("Agreement") shall be subject to disciplinary action up to and including termination. Employees found in violation of this Agreement may also be subject to civil and/or criminal penalties for violations of applicable federal, state or local laws as they apply to the disclosure of Acquired Confidential Information.
3. Any addition or modification to this Agreement must be made in writing and signed by the parties.

I have read, understand and agree to abide to the provisions contained herein.

Employee's Signature

Date

Employee Name (Printed or typed)

Vendor's Signature

Date

Vendor Name (Printed or typed)

**County of El Dorado Health and Human Services Agency
BILLING INVOICE**

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	
Program Description:	
EDC HSA Program Contact Person:	
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			
	Please Pay this Amount:			0

Invoice Backup
Invoice backup for services to include all data listed in your contract. – (if appropriate)
If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

Bill to:	Email: BHinvoice@edcgov.us (preferred method)
	Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667

EXHIBIT C
“VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS”

NAME OF VENDOR/RECIPIENT: Apex Systems, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Signature

Address of vendor/recipient

(08/13/01)