

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of September 12, 2006**

AGENDA TITLE: First Amendment to Contract #005-A-05/06-10 with Environmental Health Testing LLC

DEPARTMENT: Environmental Management

DEPT SIGNOFF:

CAO USE ONLY: *e*

CONTACT: Gerri Silva / Greg Stanton

DATE: 8/25/2006 **PHONE:** 6653 / 6658

Gerri Silva *Greg Stanton* 8/31/06

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Environmental Management Department is recommending the Board 1) approve the First Amendment to Contract #005-A-05/06-10 with with Environmental Health Testing LLC, doing business as The National Registry of Food Safety Professionals, for continued testing materials and scoring services for the food safety certification examination conducted by the Environmental Health division as mandated by the California Uniform Retail Food Facility Law, 2) authorize the Chairman to execute the First Amendment to Contract #005-A-05/06-10 with Environmental Health Testing LLC extending the term for one (1) additional year, expiring on August 24, 2008 and increasing the compensation by \$10,000 for a total not to exceed \$19,500. (Funding - General Fund)

Amdmt available in Viewing packet & web

CAO RECOMMENDATIONS: *Recommend approval Laurie A. Hill 9/1/06*

Financial impact? Yes No

Funding Source: Gen Fund Other

BUDGET SUMMARY:

Other: CSA #10 Special Revenue Funds

| | |
|----------------------------------|-------------|
| Total Est. Cost | \$10,000.00 |
| Funding | |
| Budgeted | \$10,000.00 |
| New Funding | _____ |
| Savings* | _____ |
| Other | _____ |
| Total Funding | \$10,000.00 |
| 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 Included in the Departments budget.

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

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: _____

COUNTY OF EL DORADO

ENVIRONMENTAL MANAGEMENT DEPARTMENT

August 25, 2006

El Dorado County Board of Supervisors
330 Fair Lane
Placerville, CA 95667

SUBJECT: First Amendment to Contract #005-A-05/06-10 with Environmental Health Testing LLC

Honorable Board Members:

Recommendation:

The Environmental Management Department is recommending the Board 1) approve the First Amendment to Contract #005-A-05/06-10 with Environmental Health Testing LLC, doing business as The National Registry of Food Safety Professionals, for continued testing materials and scoring services for the food safety certification examination conducted by the Environmental Health division as mandated by the California Uniform Retail Food Facility Law, 2) authorize the Chairman to execute the First Amendment to Contract #005-A-05/06-10 with Environmental Health Testing LLC extending the term for one (1) additional year, expiring on August 24, 2008 and increasing the compensation by \$10,000 for a total not to exceed \$19,500. (Funding - General Fund)

Reason for Recommendation:

The California Uniform Retail Food Facilities Law (CURFFL) requires that each food facility have an owner or employee who has successfully passed an approved and accredited food safety certification examination. The Environmental Management Department conducts training classes and administers the certification examination to food handlers throughout the County.

The Department requests authorization to amend the Contract with Environmental Health Testing LLC to provide testing materials and scoring services for the food safety certification examination conducted by the Environmental Health division. Environmental Health Testing LLC is an accredited provider of this service and is named as such within the CURFFL.

EL DORADO
COUNTY



ENVIRONMENTAL
MANAGEMENT
DEPARTMENT

*Environmental
Health Division*

*Air Quality
Management
District*

*Solid Waste &
Hazardous
Materials
Divisions*

Vector Control



**PLACERVILLE
OFFICE**

2850 Fairlane Ct.
Building C
Placerville, CA 95667

Ph. 530.621.5300
Fax. 530.642.1531
Fax. 530.626.7130

**SOUTH LAKE
TAHOE OFFICE**

3368 Lake Tahoe Blvd.
Ste 303
South Lake Tahoe, CA
96150

Ph. 530.573.3450
Fax. 530.542.3364

The original Contract was for \$9,500 and for the term of August 25, 2005 through August 24, 2007. This First Amendment is requesting to increase the total amount of the Contract by \$10,000 for a total not to exceed \$19,500 and to extend the term of the Contract for one additional year, expiring on August 24, 2008. This Contract has been approved by County Counsel and Risk Management.

The County Officer or employee with responsibility for administering the Contract is Greg Stanton, Environmental Health Manager.

Fiscal Impact:

The annual cost of the materials, examinations, and scoring services is fully offset by the revenues collected for providing this service. The cost and corresponding revenue has been included in the FY 06/07 Budget and will be included in the 07/08 Budget.

Net County Cost:

There is no cost to the General Fund.

Action to be Taken Following Approval:

Upon execution by the Chair, the Board Clerk's Office will forward copies of the Contract to Environmental Management for distribution, encumbrance, and administration.

Respectfully,



Gerri Silva, M.S., REHS
Environmental Management Interim Director

CONTRACT ROUTING SHEET

Date Prepared: 8-2-06

Need Date: 8-21-06

PROCESSING DEPARTMENT:

Department: Environmental Mgmt
Dept. Contact: Linda Milligin
Phone #: 6668
Department
Head Signature: Gerri Silva

CONTRACTOR:

Name: Environmental Health Testing
Address: 5728 Major Blvd. Suite 750
Orlando, FL 32819
Phone: _____

CONTRACTING DEPARTMENT: Environmental Management-CHARGE TO 421200

Service Requested: Review of amendment for testing materials and scoring services for the food safety certification exams.

Contract Term: Extend one year Contract/Amendment Value: \$14,500.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

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

Approved: Disapproved: Date: 8/8/06 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT
DATE: 07/08/2006
ATTORNEY: MIKE C
DEPT./INDEX NO.: 421200
BY: [Signature]

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

Approved: Disapproved: Date: 8/8/06 By: _____
Approved: Disapproved: Date: _____ By: _____

AUG 08 2006

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

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



**First Amendment to Contract No. 005-A-05/06-10
Between the County of El Dorado and
Environmental Health Testing LLC doing business as
National Registry of Food Safety Professionals**

THIS FIRST AMENDMENT TO CONTRACT No. 005-A-05/06-10 made and entered into the 25th day of August, 2005 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Environmental Health Testing LLC doing business as National Registry of Food Safety Professionals, a Florida Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 5728 Major Boulevard, Suite 750, Orlando, FL 32819 (hereinafter referred to as "Contractor") hereby amends the Contract to read as follows:

ARTICLE II

Term: Shall be amended to extend for one (1) additional year, expiring on August 24, 2008.

ARTICLE III

Compensation for Services: Shall be amended to increase the total amount of the Contact by Ten Thousand Dollars and No/100 (\$10,000). The total payment under this Contract to Contractor **SHALL NOT EXCEED Nineteen Thousand Five Hundred Dollars and 00/100 (\$19,500).**

All other sections of the Contract, dated the 25th day of August 2005, shall remain unchanged and in full force.

REQUESTING DEPARTMENT CONCURRENCE:

By: Gerri Silva Dated: August 30, 2006

**Gerri Silva, M.S., REHS
Environmental Management Interim Director**

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

C O U N T Y O F E L D O R A D O

Dated: _____

By: _____

**Jack Sweeney, Chair
Board of Supervisors**

ATTEST:


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

Dated: _____

By: _____

C O N T R A C T O R

Dated: August 17, 2006
**Environmental Health Testing LLC
Doing Business As
National Registry of Food Safety Professionals**

By: 
**Lawrence J. Lynch, President
"Contractor"**



Contract No. 005-A-05/06-10 Between the
County of El Dorado and
Environmental Health Testing LLC doing business
as National Registry of Food Safety Professionals

THIS CONTRACT No. 005-A-05/06 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 Environmental Health Testing LLC doing business as National Registry of Food Safety Professionals, a Florida Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 5728 Major Boulevard, Suite 750, Orlando, FL 32819 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide testing materials and scoring services for the food safety certification examination to the Environmental Management Department on an "as requested" basis; 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 are 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 provide personnel and equipment necessary to provide testing materials and scoring services for the food safety certification examination to the Environmental Management Department on an "as requested" basis. Contractor shall ship, at County's cost, blank testing materials. County shall mail, at County's cost, completed tests to Contractor for scoring. Contractor shall return test results to County within fifteen business days of Contractor's receipt of scoring.

ARTICLE II

Term: This Contract shall become effective when fully executed by both parties hereto and shall expire two (2) years from the date of execution thereof.

ARTICLE III

Compensation for Services: For Services provided herein, County agrees to pay Contractor lump sum upon completion of each service request. Payments shall be made within forty-five days following County's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be twenty dollars (\$22.00) per test, plus shipping and handling.

The total amount of this Contract shall **NOT EXCEED Nine Thousand Five Hundred Dollars and 00/100 (\$9,500)**.

ARTICLE IV

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

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for their unique qualifications and skills as well as those of their 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 Contract. 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 Contract during the course and scope of their employment.

Contractors shall be responsible for performing the work under this Contract in a safe, professional, skillful and a 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 Contract 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 Contract to the contrary, County shall give notice of cancellation of this Contract in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Contract. Upon the effective date of such notice, this Contract 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 agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Contract may be deemed to be canceled 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 Contract, 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 in 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 in which the extension of time of to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract 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 Contract, 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 Contract in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Contract.
- D. Termination or Cancellation without Cause:** County may terminate this Contract 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 Contractor 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 registered. Notices to County shall be in duplicate and addressed as follows:

Environmental Management Department
Attn.: Greg Stanton, Environmental Health Manager
2850 Fairlane Ct.
Placerville, CA 95667

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

National Registry of Food Safety Professionals
Attn.: Lawrence J. Lynch
5728 Major Blvd, Suite 750
Orlando, FL 32819

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) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited 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 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 One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.
- C.** Automobile Liability Insurance of not less than Five Hundred Thousand Dollars (\$500,000) is required in the event motor vehicles are used by the Contractor in the performance of the Contract.
- D.** In the event Contractor is a licensed professional, and is performing professional services under this Contract, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. For the purposes of this Contract, professional liability is not required.
- E.** 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.
- F.** The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.
- G.** Contractor agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide at least thirty (30) days prior to a said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a term of the Contract, or for a period

of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division 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 Contract upon the occurrence of such events.

- H.** The certificate of insurance must include the following provisions stating that:
1. The insurance company will not cancel the insures 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 additionally insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except workers compensation and professional liability insurance policies.
- 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 retention must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention 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.** Contractors obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N.** In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- O.** Certificates 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 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 Contract shall participate in or attempt to influence any decision relating to this Contract 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 Contract 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 Contract; or, 2) any other entities connected with or directly affected by the services to be performed by this Contract. Contractor further covenants that in the performance of this Contract 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, certifying 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 Contract or County shall withhold seven (7) percent of each payment made to the Contractor during the term of the Contract. This requirement applies to any Contract/contract exceeding \$1,500.00.

ARTICLE XVI

Tax Payer 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

California Forum and Law: Any dispute resolution action arising out of this Contract, 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 XVIII

Administrator: The County Officer or employee with responsibility for administering this Contract is Greg Stanton, Environmental Health Manager or his successor.

ARTICLE XIX

Authorized Signatures: The parties to this Contract represent that the undersigned individuals executing this Contract 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 XX

Partial Invalidity: If any provision of this Contract 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 XXI

Venue: Any dispute resolution action rising out of this Contract, 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 XXII

Entire Contract: This document and the documents referred to herein or exhibit(s) hereto is the entire Contract between the parties and they incorporate or supersede all prior written or oral Contracts or understandings.

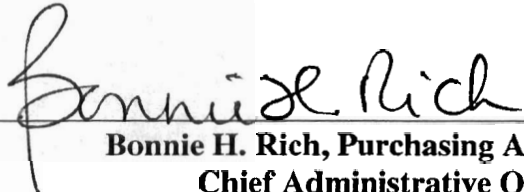
REQUESTING DEPARTMENT CONCURRENCE:

By: Jon A. Morgan Dated: 8/17/05
Jon A. Morgan,
Environmental Management Director

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


-- COUNTY OF EL DORADO --

Dated: 8/25/05

By: 
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

Dated: August 11, 2005
Environmental Health Testing LLC
Doing Business As
National Registry of Food Safety Professionals

By: 
Lawrence J. Lynch, President
"Contractor"