

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

**Meeting of
May 15, 2007**

AGENDA TITLE: Amendment I to Agreement #046-S0611 with All West Coachlines

DEPARTMENT: Human Services (CS)	DEPT SIGNOFF: <i>John Litwinovich</i>	CAO USE ONLY: 4/26 <i>C Laura Schwartz</i>
CONTACT: John Litwinovich		
DATE: 4/24/2007 PHONE: 6163		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Human Services, Community Services Division, recommends that the Board approve and authorize the Chairman to execute Amendment I to Agreement #046-S0611 with CUSA AWC, LLC, dba All West Coachlines to extend the term of said Agreement for one (1) additional year through June 30, 2008, with no increase to the maximum compensation of \$650,000, and to add the County business license provision.

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Hill 4/27/06*

Financial impact? () Yes (X) No	Funding Source: () Gen Fund (X) Other
BUDGET SUMMARY:	Other: Participant donations cover all costs.
Total Est. Cost _____ \$650,000.00	CAO Office Use Only:
Funding	4/5's Vote Required () Yes (X) No
Budgeted _____ \$650,000.00	Change in Policy () Yes (X) No
New Funding _____	New Personnel () Yes (X) No
Savings* _____	CONCURRENCES:
Other _____	Risk Management _____ ✓
Total Funding _____ \$650,000.00	County Counsel _____ ✓
Change in Net County Cost _____ \$0.00	Other _____

***Explain** Funds are budgeted for FY 05/06 and 06/07 and are included in the FY 2007/08 Budget Request

BOARD ACTIONS:

Vote: Unanimous _____ Or	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: _____
Ayes:	
Noes:	
Abstentions:	
Absent:	



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
John Litwinovich
Director

April 24, 2007

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

Members of the Board:

Title: Amendment I to Agreement #046-S0611 with All West Coachlines

Recommendations:

Human Services, Community Services Division, recommends that the Board approve and authorize the Chairman to execute Amendment I to Agreement #046-S0611 with CUSA AWC, LLC, dba All West Coachlines to extend the term of said Agreement for one (1) additional year through June 30, 2008, with no increase to the maximum compensation of \$650,000, and to add the County business license provision.

Reasons for Recommendations:

On June 28, 2005 the Board executed Agreement #046-S0611 with All West Coach Lines to provide charter motor coach transportation, coordination/reservation services on an "as requested by the Department of Human Services" basis to enable groups of seniors to take trips and attend various activities during the term July 1, 2005 through June 30, 2007. The Amendment extends the term for one year, through June 30, 2008 and also adds Article XXVII County Business License. The maximum compensation remains \$650,000 for the three-year term. County Counsel and Risk Management have approved the Amendment, and a copy is on file with the Board Clerk.

Fiscal Impact: Total Cost (or Savings)

The total amount of this Agreement shall not exceed \$650,000.00 for the three-year period.

Net County Cost: None. Travel is funded entirely through participant contributions.

Action to be Taken Following Approval:

Board Clerk to provide Chief Administrative Office, Procurement and Contracts Division, with two (2) signed originals of Amendment I to Agreement #046-S0611.

Sincerely,

John Litwinovich
Director of Human Services

CONTRACT ROUTING SHEET

Date Prepared: 3/13/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Dustin Bailey
Phone #: 5833
Department _____
Head Signature: Bonnie H. Rich

CONTRACTOR:

Name: All West Coach Lines
Address: 7701 Wilbur Way
Sacramento, CA 95828
Phone: (800) 842-2121

Sharon Reynolds

CONTRACTING DEPARTMENT: Human Services

Service Requested: Motorcoach Transportation
Contract Term: 6/30/08 Amendment Value: -0-
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 3-13-07 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT	<u>03/10/07</u>
FILE	<u>[Signature]</u>
COPY	<u>[Signature]</u>
INDEX NO.	<u>[Signature]</u>

2007 MAR 13 PM 3:58

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: _____ Date: 3/13/07 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

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

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

ORIGINAL

AGREEMENT FOR SERVICES #046-S0611 AMENDMENT I

This Amendment I to that Agreement for Services #046-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and CUSA AWC, LLC, dba All West Coachlines, duly qualified to conduct business in the State of California, whose principal place of business is 7701 Wilbur Way, Sacramento, CA 95828 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide charter motorcoach transportation, coordination/reservation services for activities for the seniors groups on an "as requested" basis for the Department of Human Services, in accordance with Agreement for Services #046-S0611, dated June 28, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year without increasing compensation, hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXVII – County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #046-S0611 shall be amended a first time as follows:

ARTICLE II

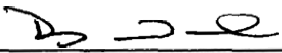
Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2008.

ARTICLE XXVII

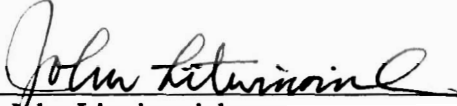
County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #046-S0611 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 3/23/07
Doug Nowka
Assistant Director
Human Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 3/23/06
John Litwinovich
Director
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #046-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

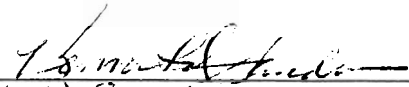
ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

CUSA AWC, LLC
A DELAWARE LIMITED LIABILITY COMPANY dba
ALL WEST COACHLINES

By: 
KENNETH D. SWINCOX Dan Eisentrager
Vice-President/General Manager
"Contractor"

COPY



AGREEMENT FOR SERVICES #046-S0611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and CUSA AWC, LLC, dba All West Coachlines, duly qualified to conduct business in the State of California, whose principal place of business is 7701 Wilbur Way, Sacramento, CA 95828 (hereinafter referred to as “Contractor”);

WITNESSETH

WHEREAS, County has entered into various Agreements with various State Agencies and Departments; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide charter motorcoach transportation, coordination/reservation services for activities for the seniors groups on an “as requested” basis for the Department of Human Services; and

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

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

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

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

ARTICLE I

Scope of Services: Contractor agrees to provide charter motorcoach transportation, as requested/reserved by the County, for groups of seniors to attend various activities. Dependent on duration and destination of activity, Contractor is to provide, as requested by County for a given activity, coordination and reservation of hotels, acquisition of necessary admission tickets to tours, shows and activities, arranging of specified meals and provision of brochures and flyers. Rates for services are to be quoted on a "per activity" basis prior to commitment by County. Contractor is to ensure that all arrangements made are appropriately coordinated and that activities run according to schedule. Scheduling of activities will be as follows:

1. County will submit a proposed activity to Contractor.
2. Contractor will submit written quotes for services requested.
3. County will accept quote or revise activity agenda.
4. Once activity agenda and cost are acceptable to County, County will publish activity package for senior reservations. A minimum reservation and deadline for sign-up will be set at this time.
5. Seniors will reserve a place and make payment to County at time of reservation.
6. Once deadline is reached, should reservations be at or above the minimum set, County will issue payment to Contractor as defined in **ARTICLE III – Compensation for Services**.
7. If reservations are less than minimum set by County at the deadline, the activity will be cancelled and notice given in writing to Contractor immediately.

Guarantee: If interference with a scheduled activity occurs as a result of the Contractor's actions, the Contractor will issue the County a refund. Contractor will not be responsible for any non-performance or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, Acts of God, government actions, war, civil disturbance, insurrection, sabotage, terrorist acts or labor shortages or disputes.

Any additional services must be requested in writing and must have the prior written approval of the County, and shall constitute a written amendment to this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor thirty (30) days prior to departure dates of requested activities. Contractor must provide County with an itemized invoice for services to be provided. The total amount of this Agreement shall not exceed \$650,000.00 for the two (2) year period.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Availability of Funds: This Agreement is valid and enforceable only if sufficient funds are made available to the States by the United States government and those funds are released by the State to the County for the services to be provided under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

The County's obligation for payment of any Agreement beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the county shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

ARTICLE X

Nondiscrimination: During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. Seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2). The applicable regulations of the Fair Employment and Housing Commission implementing Government code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall comply with the following Provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

Statement of Compliance

By signing this Agreement, the Contractor hereby certifies under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirement of Government Code Section 12990 and Title 2, California Code of Regulation, Section 8103.

ARTICLE XI

Appropriation of Funds: Contractor hereby certifies to the best of his or her knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XII

Confidentiality: The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph.

ARTICLE XIII

Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws and regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals and other guidance issued by the State of California, including any subsequent changes to State and Federal law. All appropriate manuals and updates shall be available for review, or reference by Contractor, from the County Department of Community Services. Contractor shall further comply with all applicable laws relating to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, The Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of El Dorado, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

ARTICLE XIV

Default, Termination and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason.

If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XV

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
HUMAN SERVICES DEPARTMENT
937 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DOUG NOWKA, ASSISTANT DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

ALL WEST COACHLINES, INC.
7701 WILBUR WAY
SACRAMENTO, CA 95828
ATTN: DAN EISENTRAGER

or to such other location as the Contractor directs.

ARTICLE XVI

Indemnity: The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is not required.
- E. 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 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 thirty (30) days prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- 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

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

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 XXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Doug Nowka, Assistant Director, Human Services Department, or successor.

ARTICLE XXIII

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 XXIV

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 XXV

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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVI

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.

CONTRACT ADMINISTRATOR CONCURRENCE:

By:  _____ Dated: 6/2/05
Doug Nowka, Assistant Director
Human Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  _____ Dated: 6/3/05
John Litwinovich, Director
Human Services Department

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

-- COUNTY OF EL DORADO --

Dated: 6/28/05

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By: Cindy Keck Dated: 6/28/05
Deputy Clerk

-- CONTRACTOR --

Dated: 6-7-05

CUSA AWC, LLC
A DELAWARE LIMITED LIABILITY COMPANY dba
ALL WEST COACHLINES

By: Dan Eisentrager
Dan Eisentrager
Vice-President/General Manager
"Contractor"