

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
EXPRESS SERVICES INC.**

This agreement is entered into between the County of Tehama, through its County Counsel's Office, ("County") and Express Services, Inc., a Colorado corporation doing business as Express Employment Professionals with a local notice address of 243 South Main St. Red Bluff, CA 96080 ("Contractor") for the purpose of providing temporary employees.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall assign its temporary employees to County in order to perform work assigned. In addition to providing temporary employees to perform the work assigned, Contractor agrees to recruit, interview, select, and hire applicants who, in Contractor's judgment, are best qualified to perform the type of work required. As the employer of such temporary employees, Contractor will:

- a). Maintain all necessary personnel and payroll records for its temporary employees assigned to County;
- b). Compute their wages and withhold applicable Federal, State and local taxes and Federal Social Security payments;
- c). Remit temporary associate withholdings to the proper governmental authorities and make employer contributions for Federal FICA, and federal and State unemployment insurance payments;
- d). Pay net wages and fringe benefits, if any, directly to its temporary employees
- e). Provide for liability, fidelity, and Workers' Compensation insurance coverage in the amounts as hereinafter set forth; and
- f). At the request of County, for any valid reason, remove any of its temporary employees assigned to County, provided that this arrangement shall in no way affect the right of Contractor in its sole discretion as employer, to hire, reassign, and/or terminate its own temporary employees.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County agrees to supervise Contractor's temporary employees and provide Contractor's temporary employees with a suitable place of work that shall comply with all applicable Federal, State, and local health and safety laws.

County agrees that Contractor's temporary employees will not be assigned to drive vehicles and/or motorized mobile equipment.

County shall furnish Contractor with copies of the company's safety rules and regulations so that Contractor may instruct its temporary employees accordingly. In the event the work requires the use of any personal safety equipment, Contractor and County agree to mutually arrange for the provision thereof. County agrees to sign the time cards (evidence of time worked) presented by Contractors' temporary employees in order to record the compensable working time of the Contractors temporary employees, and to designate a member of its staff who will be authorized to sign time cards on behalf of County.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$17,000 for the life of the agreement. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit weekly itemized invoices to County for the actual amount of hours worked based on services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. **TERM OF AGREEMENT**

This agreement shall commence on June 1, 2018 and shall terminate June 30, 2019, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the County Counsel.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this Agreement, or the Agreement as a whole, without the prior written consent of the County which shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Except as expressly provided in Exhibit "C," Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable

attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's negligent performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

If Contractor's temporary employees have access to unattended premises or the care, custody, or control of confidential information, trade secrets, or other valuable property, then County agrees to indemnify and hold Contractor harmless from any resulting loss or damage.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

16. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Counsel's Office 727 Oak St. Red Bluff, CA 96080
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If to Contractor:	Express Employment Professionals 243 S. Main Street Red Bluff, CA. 96080
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Notice shall be deemed to be effective two days after mailing.

18. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar

services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

20. **GOVERNMENT CODE SECTION 31000.4 COMPLIANCE**

By approving this contract, the Tehama County Board of Supervisors finds that it is in the economic interest of the County to provide temporary help as set forth herein by contract, rather than employing persons for such purpose. In accordance with Government Code section 31000.4, use of temporary help under this agreement shall be limited to a period of not to exceed 90 business (working) days for any single peak load, temporary absence, or emergency situation. Individual assignments for temporary personnel hereunder shall not to exceed 90 business (working) days (720 working hours).

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.


COUNTY OF TEHAMA

Date: _____

Chair, Candy Carlson
Tehama County Board of Supervisors

EXPRESS SERVICES, INC.

Date: 6/29/2018



Randy Hansen, Owner

Approved as to form:

County Counsel

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, 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 Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



EXHIBIT B

1. Job Description. Express temporary associates assigned to the Client under this Agreement shall be qualified to perform the following work.

Legal Secretary I, Legal Secretary II, Office Assistant I, and Office Assistant II.

2. Compensation. The following are the bill rates for each temporary associate category to be utilized by the Client:

Job Classification	Code Classification	Bill Rate:
<u>Legal Secretary I</u>	<u>8810</u>	<u>\$22.92</u> per hour
<u>Legal Secretary II</u>	<u>8810</u>	<u>\$25.28</u> per hour
<u>Office Assistant I</u>	<u>8810</u>	<u>\$22.35</u> per hour
<u>Office Assistant II</u>	<u>8810</u>	<u>\$24.68</u> per hour

The above bill rates include:

- a. Temporary Associate Pay Rate
- b. Employer FICA Contribution
- c. Employer Federal and State Unemployment Contributions
- d. Workers' Compensation, Fidelity and Liability Insurance
- e. General Administrative and Overhead Expenses
- f. Gross Profit Margin
- g. Additional Required Payroll Costs for:

N/A

3. In addition to the above bill rates, the Client agrees to pay to Express the following:

N/A

4. Special Considerations: N/A

CLIENT

EXPRESS

TEHAMA COUNTY OFFICE OF
COUNTY COUNSEL

EXPRESS EMPLOYMENT PROFESSIONALS

BY: _____

BY: [Signature]

DATE: _____, 20__

DATE: 6/29, 2018



EXHIBIT C

Cash Handling Agreement

Tehama County Office of County Counsel (Client) agrees that no claims will be filed against Express Employment Professionals (Express) for loss of cash, checks, credit cards, negotiable securities, negotiable instruments, or other valuables (bullion, precious metals, gems, etc.) arising out of the assignment of Express temporary associates to handle these items while working for Client.

CLIENT

EXPRESS

Tehama County Office of County Counsel

EXPRESS EMPLOYMENT PROFESSIONALS

BY: _____

BY: [Signature]

DATE: _____, 20__

DATE: 6/29, 2018