

AGREEMENT BETWEEN COUNTY OF MONTEREY AND NOVA MANAGEMENT INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Nova Management Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP) #10495 for Temporary Employment Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10495 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10495. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #10495 Addendum (or Addenda) # 1
RFP # 10495 dated July 23, 2015, including all attachments and exhibits
CONTRACTOR'S Proposal dated September 17, 2015
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP #10495 Addendum/Addenda # 1,

RFP #10495 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 All work shall be performed by personnel whom the CONTRACTOR directly employs and supervises. Prior to commencing work under the Agreement, CONTRACTOR(S) shall provide the COUNTY with a list of CONTRACTOR employees designated to work in each of the COUNTY facilities included in the Agreement. Background checks, as outlined in Attachment A Section 1.6 and 1.6.1 in the underlying RFP, are to be submitted for each employee prior to work commencing.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such business licensing requirements. CONTRACTOR'S business license must be maintained throughout the course of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

2.1 COUNTY RESPONSIBILITIES

- 2.1.1 County shall provide CONTRACTOR with a list of authorized County contacts for each department.
- 2.1.2 County shall notify CONTRACTOR of any special requirements for any particular assignment. At that time, the department shall notify the CONTRACTOR if the employee will be required to undergo a background check.
 - 2.1.2.1 Any background checks required by the County will be conducted at the County's expense.
 - 2.1.2.2 CONTRACTOR shall be responsible for the time paid to potential temporary employees who are required to undergo a County-required background check.
- 2.1.3 County shall pay CONTRACTOR(s) at the rates listed in Attachment B- Proposed Price Schedule in accordance with Attachment A – County Benchmark Specifications. This price schedule shall remain firm for the initial term of the Agreement.
 - 2.1.3.1 County and CONTRACTOR shall negotiate and agree upon the optional proposed markup rate for positions that fall outside of the rates listed in

Attachment B –County Proposed Price Schedule on the attached optional Attachment C- CONTRACTOR’S ADDITIONAL POSITIONS PRICE SCHEDULE. Such negotiations shall take place only through the County’s Contracts/Purchasing Office and shall be memorialized by an amendment.

- 2.1.4 County departments requesting temporary employment services shall authorize and approve time cards.
- 2.1.5 Each department shall be responsible for processing purchase orders once services are obtained and rendered.

2.2 CONTRACTOR GENERAL REQUIREMENTS

- 2.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.
- 2.2.2 CONTRACTOR shall provide County temporary employment services for the job classifications at the rates described in Attachment B – Contractor’s Proposed Price Schedule.
- 2.2.3 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
 - 5.3.1.1 Failure to comply with this procedure may result in non-payment.
- 2.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the particular assignment.
- 2.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.
- 2.2.6 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers’ Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
 - 2.2.6.1 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR’s employees shall be construed to make or render CONTRACTOR or any CONTRACTOR’s employees, the agent, employee or servant of the County.
 - 2.2.6.2 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.

2.2.7 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.

2.2.7.1 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.

2.2.7.2 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

2.3 RESPONSE TIMES

2.3.1 CONTRACTOR shall respond to a request for temporary services from any individual County department authorized contact within two (2) business hours indicating whether or not CONTRACTOR can find a qualified skilled employee.

2.3.2 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours time frame.

2.3.3 This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

2.4 CONTRACTOR INVOICING REQUIREMENT

CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

2.5 CONTRACTOR REPORTING REQUIREMENT

2.5.1 Upon designating a CONTRACTOR employee reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following (Exhibit A- Sample Report template):

- 2.5.1.1 Name of each assigned temporary employee
- 2.5.1.2 Last four digits of the employee's Social Security Number
- 2.5.1.3 Current Job Classification
- 2.5.1.4 Department Unit of the current assignment
- 2.5.1.5 Start date of current assignment
- 2.5.1.6 Bill Rate
- 2.5.1.7 Pay Rate

- 2.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:
- 2.5.2.1 Name of each assigned temporary employee
 - 2.5.2.2 Last four digits of the employee's Social Security Number
 - 2.5.2.3 Current Job Classification
 - 2.5.2.4 Department Unit of the current assignment
 - 2.5.2.5 Start date of current assignment
 - 2.5.2.6 Hours worked by employee in the report month
 - 2.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
 - 2.5.2.8 Bill Rate
 - 2.5.2.9 Pay Rate
- 2.5.3 Copies of the report described in 2.5.2, above, shall be delivered to the following:
- 2.5.3.1 The originating department obtaining services of that temporary employee
 - 2.5.3.2 The County of Monterey Human Resources Director
168 West Alisal Street
Salinas, CA 93901
- 2.5.4 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

2.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

- 2.6.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 2.6.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 2.6.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- 2.6.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

2.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

2.6.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

3.0 TEMPORARY EMPLOYMENT ASSIGNMENT

3.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County are approaching **650** hours in a fiscal year (7/1-6/30).

3.1.1 CONTRACTOR shall notify the following:

3.1.1.1 The County originating department

3.1.1.2 The County Human Resources Director
168 W. Alisal Street, Salinas, CA 93901

3.2 An employee of the CONTRACTOR shall not be assigned to work at the County for more than **720** hours in a fiscal year.

3.3 County shall not pay CONTRACTOR for services rendered beyond **720** hours per fiscal year.

4.0 HIRING TEMPORARY EMPLOYEES

4.1 CONTRACTOR agrees that after thirty (30) consecutive calendar days of service by one of the CONTRACTOR'S employees, the County has the right to hire the CONTRACTOR'S employee without paying a fee.

4.1.1 If the CONTRACTOR'S employee applies for a position in the County different from the position the current job order fills, then the County shall not owe a fee to the CONTRACTOR regardless of the length of service by the CONTRACTOR'S employee.

4.1.2 If the CONTRACTOR's employee had applied for a position in the County for the same position of the current job order prior to placement, the County shall not owe a fee the CONTRACTOR regardless of the length of service by the CONTRACTOR's employee.

4.1.3 Thirty (30) consecutive calendar days of "service" is defined as being both those days worked (i.e. weekdays), as well as those days not worked (i.e. holidays and weekends), within those thirty (30) consecutive days.

5.0 TERM OF AGREEMENT

- 5.1 The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2018, with the option to extend this AGREEMENT for two (2) additional one (1) year periods.
- 5.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- 5.2 After the initial term of this AGREEMENT, CONTRACTOR may only commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- 5.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 5.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

6.0 COMPENSATION AND PAYMENTS

- 6.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with ATTACHMENT B- PROPOSED PRICE SCHEDULE hereto.
- 6.2 It is mutually understood and agreed by both parties that County and CONTRACTOR shall negotiate and agree upon the optional proposed markup rate for positions that fall outside of the rates listed in Attachment B –County Proposed Price Schedule on the attached optional Attachment C- CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE. Such negotiations shall take place only through the County's Contracts/Purchasing Office and shall be memorialized by an amendment approved by the Board of Supervisors.
- 6.3 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 6.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 6.5 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later.
- 6.6 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing, in accordance with Sections 2.1.3.1 and 6.2.

6.7 Tax:

- 6.7.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 6.7.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

7.0 INVOICES AND PURCHASE ORDERS

- 7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the requesting department.
- 7.2 CONTACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 7.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 7.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

8.0 STANDARD INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

9.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

9.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 9.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

97.4 Other Insurance Requirements:

- 9.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY

- 10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 10.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 10.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 10.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the

examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

11.0 NON-DISCRIMINATION

- 11.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285.0, et seq.).
- 11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., 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.
- 11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

12.0 CONFLICT OF INTEREST

- 12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 12.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

14.0 DRUG FREE WORKPLACE

CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the

required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Nova Management Inc.
Mr. Charles N. Tope
660 Camino Aguajito, 3rd Floor
Monterey, CA 93940
Tel. No.: (831) 373-4544
FAX No.: (831) 443-9307
chtpe@warphire.com

17.0 LEGAL DISPUTES

- 17.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 17.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

- 17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 17.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____



Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 11/30/15

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____



Printed Name and Title

Approved as to Liability Provisions:

Dated: 11/30/15

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. . If CONTRACTOR is a Limited Liability Company (LLC), the name of the LLC shall be set forth above together with the signature of a member who has authority to execute this Agreement on behalf of the LLC. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (general partner for a Limited Partnership (LP) and a partner for other partnerships). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

PROPOSED PRICE SCHEDULE

Company Name: Nova Management Inc.

Authorized Proposer: Carol De Leon **Date:** 9/16/2015

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	\$15.29-\$20.85	\$11.00-\$15.00
ACCOUNTING TECHNICIAN	\$20.85-\$27.80	\$15.00-\$20.00
ADMINISTRATIVE ASSISTANT	\$19.46-\$27.80	\$14.00-\$20.00
DATA ENTRY	\$15.09-\$19.46	\$11.00-\$14.00
ELECTION BALLOT COLLECTION CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION BALLOT INSPECTION CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION CANDIDATE SERVICES ASST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION CANVASS CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION HAND COUNT SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION MANUAL TALLY SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION PHONE BANK REPRESENTATIVE	\$16.68-\$23.63	\$12.00-\$17.00
ELECTION PRE/POST-LAT TECHNICIAN	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION PRECINCT SERVICES SPECIALIST	\$16.68-\$23.63	\$12.00-\$17.00
ELECTION PRECINT SERVICES RECRUITER	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION PROVISIONAL PROCESSING AIDE	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION RECEPTIONIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION RECONCILIATION SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION RECOUNT SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION REGISTRATION CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION SORTING CLERK	\$16.68-\$20.85	\$12.00-\$15.00

Attachment B

COUNTY TILE	BILL RATE	PAY RATE
SECRETARIAL ASST	\$15.29-\$20.85	\$11.00-\$15.00
SECRETARY	\$18.07-\$23.63	\$13.00-\$17.00
SENIOR ACCOUNT CLERK	\$19.46-\$25.02	\$14.00-\$18.00
SENIOR SECRETARY	\$20.85-\$27.20	\$15.00-\$20.00
WAREHOUSE WORKER	\$16.68-\$20.85	\$12.00-\$15.00
WEBSITE DESIGNER	\$25.02-\$31.97	\$18.00-\$23.00
WORD PROCESSOR	\$18.07-\$23.63	\$13.00-\$17.00

*If County of Monterey refers candidate to WarpHire, a Service of Nova Management, County will receive a payroll discounted markup rate of 35% and 40% for professional positions

CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE (OPTIONAL)
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Company Name: Nova Management Inc.

Name of authorized Proposer: Carol De Leon

Date 9/16/2015

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	BILL RATE MARK-UP	SPECIAL HOURLY RATE (Health and Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).