AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _9th__ day of ____July 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Pro Document Solutions, Inc. DBA ProvoteSolutions, a California corporation, whose address is 90 West Poplar Avenue, Porterville, CA 93257 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Assessor-Recorder's Office is responsible for printing and mailing various statements and forms throughout the year, and desires to purchase services from CONTRACTOR, including print, insert, and mail services; and

WHEREAS, CONTRACTOR is willing to provide printing and mailing services as requested by the County, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

OBLIGATIONS OF THE CONTRACTOR

A. SERVICES

CONTRACTOR shall produce statements, bills, and correspondence ("Output"), and perform print, insert, and mail services, as described in the attached Exhibit B, which is incorporated by this reference (collectively, "Services"). CONTRACTOR shall supply all labor, materials, and equipment necessary to provide Services. CONTRACTOR shall provide all Services at the prices specified in the attached Exhibit C, which is incorporated by this reference.

B. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all local, state, and federal laws pertaining to the provision of the Services.

2. OBLIGATIONS OF COUNTY

A. <u>DATA</u>

COUNTY shall provide CONTRACTOR with electronic files containing the information necessary to generate Output ("Data"), together with instructions and specifications for how the Data needs to be

processed into Output ("Instructions"). Data and Instructions shall be delivered by electronic transmission or alternative method to CONTRACTOR at its facility, or such other agreed upon delivery location, in the form identified in Exhibit B. COUNTY is solely responsible for the correctness of variable data, related tabular codes, verbiage, dates, fees, and charges or mailings to COUNTY's customers, and all other information included in the Data.

B. <u>RISK OF LOSS DURING TRANSIT OR TRANSMISSION</u>

COUNTY shall obtain, maintain, and operate at its own expense, all necessary devices, software, and services, including, but not limited to hardware, software, installation, and maintenance of voice or data lines, required for the electronic transmission of Data and, if applicable, the electronic reception invoices, digital copies of Output, test, and sample forms, and other communication.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on Effective Date, through and including July 8, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Internal Services/Chief Information Officer (CIO), Assessor-Recorder, or their designees are authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time without penalty by COUNTY giving CONTRACTOR thirty (30) days advance written notice.
- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the COUNTY;

4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

- C. <u>Without Cause</u> Under circumstances other than those set forth above, this

 Agreement may be terminated by COUNTY by giving thirty (30) days' advance written notice of an intention to terminate to CONTRACTOR.
- 5. <u>COMPENSATION/INVOICING:</u> COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows: \$125,000.00 annually. CONTRACTOR shall submit monthly invoices referencing the contract number, either electronically or via mail, in triplicate to the County of Fresno, Assessor-Recorder, Attention: Business Manager, 2281 Tulare St, Room 201, Fresno, CA 93721.

Postage shall be charged at the then-current postage rate, as determined by the United States Postal Service (USPS). In no event shall compensation paid for services performed under this Agreement exceed \$625,000.00 during the total possible five-year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice.

6. <u>INDEPENDENT CONTRACTOR:</u> In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which

CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

- 7. <u>MODIFICATION:</u> Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- 8. <u>NON-ASSIGNMENT:</u> Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
- 9. <u>HOLD HARMLESS:</u> CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance

The provisions of this Section 9 shall survive the termination of this Agreement.

policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and

employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Assessor-Recorder's Office, Attention: Paul Dictos, 2281 Tulare Street, Room 201, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. <u>AUDITS AND INSPECTIONS:</u> The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,

 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. <u>NOTICES:</u> The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612

ProvoteSolutions
Cris Highnote
Vice President Sales
90 West Poplar Ave
Porterville, CA 93257

All notices between the COUNTY and CONTRACTOR provided for or permitted under this

Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
personal service is effective upon service to the recipient. A notice delivered by first-class United States
mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
beginning with section 810).

13. <u>GOVERNING LAW:</u> Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement

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shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the 15. CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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1	1 IN WITNESS WHEREOF, the parties hereto have executed this A	greement as of the day and year
2	2 first hereinabove written.	
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4	4 ProvoteSolutions COUNTY OF FRESNO	
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6	6 (Authorized Signature) Nathan Magsig, Chairr Supervisors of the Cou	πan of the Board of inty of Fresno
7	7 Cris Himbroto Visa President	
8	Cris Highnote, Vice President, 8 Sales	
9	9 West Poplar Ave Porterville, CA. 93257	
10	Maining Address	
11	Bernice E. Seidel Clerk of the Board of S	Supervisors
12	County of France State	
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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

<u>INSTRUCTIONS</u>

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:					
Name:		Date:			
Job Title:					
(2) Compan	y/Agency Name and Address:				
(3) Disclosu	re (Please describe the nature of the self-dea	ling trans	sacti	on you are a party to):	
				, ,	
(4) Explain	why this self-dealing transaction is consistent	with the	rea	uirements of Cornorations Code 5233 (a)	
(1) 2/() (1)	, time sem dealing transaction is consistent			and memory of the personal court sees (a).	
(5) Authoria	red Signature				
Signature:	Cu dignature	Date:			

Exhibit B - Scope of Services

1. MAILINGS:

CONTRACTOR shall provide document preparing, printing, processing, and mailing services for various Assessor-Recorder (ASSR) statements and forms in accordance with state and federal statutes. CONTRACTOR must be able to prepare finished product for mailing, including but not limited to, envelope stuffing, applying postage, and presorting to garner the best possible discounts on postage rate. CONTRACTOR shall work with COUNTY to develop a complete understanding of the requirements and deadlines of all printed materials and mailing deadlines. Mailing services shall be completed and mail shall be postmarked as requested. These forms amount to approximately 150,000 forms annually, including but not limited to the following:

- Homeowner's Supplemental Notices (mailed weekly)
- Homeowner's Exemption forms (mailed every January)
- Agricultural questionnaires (mailed every December)
- Various form 571s (mailed every February)

CONTRACTOR must provide proof sheets demonstrating quality and appearance representative of actual print run, to be approved in writing by ASSR prior to actual full print run. All forms shall be subject to annual review and modification prior to mailing. These forms are subject to change, and this annual review may involve statutory or aesthetic changes. CONTRACTOR shall have a process in place to accommodate changes.

All forms must be mailed via first class postage according to various State and Federal statutory and policy requirements adhered to by COUNTY. CONTRACTOR shall strive for a 99.99% service and fulfillment goal for the total annual volume of pieces mailed.

Various forms must be mailed with return, pre-addressed envelopes. CONTRACTOR subcontracts envelope production to a third-party, Response Envelope. CONTRACTOR recognizes and acknowledges that all materials provided to COUNTY are CONTRACTOR's responsibility.

2. OTHER SERVICES:

In addition to the mailing services above, COUNTY requires CONTRACTOR to provide a specified number of blank pre-printed forms and on-demand or one-pass forms to be delivered to ASSR's offices. CONTRACTOR must print from PDF formatted files as well as delimited flat files (CSV files).

CONTRACTOR must provide COUNTY with fillable PDF versions of various forms upon request for the purposes of reproducing forms locally. CONTRACTOR may provide paper to be used with PDFs. For the fillable files, COUNTY shall provide an electronic file with the relevant data elements. These forms themselves are static, with variable data printed on them from a data file transmitted from COUNTY to CONTRACTOR. CONTRACTOR shall convert designated forms to web fill-forms to upload to COUNTY's server. CONTRACTOR must have security protocols in place for all file transfers. All data and artwork developed is and will be the sole property of the COUNTY. CONTRACTOR shall ensure the security of all data and artwork.

Per COUNTY's request, CONTRACTOR shall report to COUNTY tracking information for proof of mailing, such as the time stamp, content, piece ID, inserts added, and final destination of

documents. Other tracking information includes the printing status and progress, the inserting status and progress, and the mail piece status throughout the delivery process.

3. MILESTONES OR TIMELINES:

A "rush job" shall be considered a job that takes four (4) business days or less to complete. CONTRACTOR shall not charge any expediting fees unless the job requested requires CONTRACTOR to work on a weekend or on CONTRACTOR's predetermined holidays. In the case that CONTRACTOR requires to work on a weekend or holiday, CONTRACTOR shall bill COUNTY a \$50.00 per hour fee for the work done during that time.

4. RATES/COMPENSATION:

CONTRACTOR shall charge COUNTY based on the following pricing:

#	SERVICES	Provote Solutions		
1	Data Processing (per image)	\$0.009		
2	Programming (per hour)	\$60.000		
3	Laser Printing - black (per image)	\$0.035		
4	Laser Printing - color (per image)	\$0.106		
5	Insert & Meter (per piece)	\$0.022		
6	Additional Inserts (per piece)	\$0.010		
7	Hand work (per piece)	\$0.085		
8	Graphic Design (per hour)	\$60.000		
9	Postage Rate (by weight)	Based on current USPS pricing		
10	Conversion of PDF form version to uploadable web fillable form (per hour)	\$60.000		
11	Fillable PDF Alternative Form (per hour)	\$200.00 per form		

#	SERVICES	Provote Solutions		
12	Estimated number of hours to address scenario #12 (forms will be subject to annual review and modification for statutory or aesthetic changes and vendor should have a process in place to accommodate changes)	25 hrs (\$60.00/hr)		

#	FORM	QUANTITY	SIZE	EACH	EXTENDED PRICE QUOTE
1	Custom #10 windowed envelope (simplex, no data)	150,000	#10	0.028	\$4,200.00
2	Oil, Gas, & Geothermal Property Statement (duplex, w/data)	500	8 1/2 x 11	0.023	\$11.50
3	Vessel Property Statement (duplex, w/data)	500	8 1/2 x 11	0.023	\$11.50
4	Aircraft Statement (duplex, w/data)	1,000	8 1/2 x 11	0.023	\$23.00
5	Multi Affidavit Instructions (duplex, no data)	500	8 1/2 x 11	0.023	\$11.50
6	Ag Instructions (duplex, no data)	10,000	8 1/2 x 14	0.025	\$250.00
7	Agricultural Property Statement (duplex, w/data)	6,000	8 1/2 x 11	0.023	\$138.00
8	Landlord Instruction (duplex, no data)	8,000	8 1/2 x 11	0.023	\$184.00
9	Landlord Report of Tenants (duplex, w/data)	8,000	8 1/2 x 11	0.023	\$184.00
10	Apartment Instructions (simplex, no data)	1,500	8 1/2 x 11	0.023	\$34.50
11	Apartment House Property Statement (duplex, w/data)	1,000	8 1/2 x 11	0.023	\$23.00
12	Service Station Letter (duplex, w/data)	500	8 1/2 x 11	0.023	\$11.50

#	FORM	QUANTITY	SIZE	EACH	EXTENDED PRICE QUOTE
13	ALT Schedule A for Bank, Insurance Company Or Financial Corporation (duplex, w/data)	500	8 1/2 x 11	0.023	\$11.50
14	SDR & E-SDR Notice to File (simplex, w/data)	35,000	8 1/2 x 11	0.023	\$805.00
15	Business Instructions (duplex, no data)	20,000	8 1/2 x 14	0.025	\$500.00
16	Business Property Statement (duplex, w/data)	12,000	8 1/2 x 11	0.023	\$276.00
17	#9 Assessors Return Envelope (duplex, no data)	7,500	#9	0.05	\$375.00
18	#9 Homeowners Return Envelopes (simplex, no data)	2,500	#9	0.05	\$125.00
19	Homeowners Exemption Information & Instructions (duplex, w/data)	25,000	8 1/2 x 11	0.023	\$575.00
20	Claim for Homeowners Property Tax Exemption (duplex, w/data)	25,000	8 1/2 x 11	0.023	\$575.00
21	Ag Questionnaire Return Envelopes (simplex, no data)	10,000	8 1/2 x 11	0.023	\$230.00
22	#9 Ag Questionnaire Return Envelopes (simplex, no data)	10,000	#9	0.05	\$500.00
23	Notice of Supplemental Assessment (duplex, w/data)	10,000	8 1/2 x 11	0.023	\$230.00
24	"Attention" Notice (simplex, no data)	10,000	8 1/2 x 11	0.023	\$230.00
25	Supplement Assessment Notice Fresno County Assessor (duplex, w/data)	25,000	8 1/2 x 11	0.023	\$575.00

Costs for exact reprints of existing forms shall be invoiced at the same price as listed in Section 1 of this Exhibit. CONTRACTOR shall provide an itemized statement detailing the cost of all associated charges.

As stated in Section 3 of this Exhibit, above, CONTRACTOR shall bill COUNTY a \$50.00 per hour fee for the work CONTRACTOR completes during the weekend or on CONTRACTOR's predetermined holiday.