

**Marsden Central, L.L.C.**  
doing business as  
**Spencer Building Maintenance**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6565**

**THIS FIRST AMENDMENT** to that Agreement for Services #6565 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 Spencer Building Maintenance, Inc, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 10457 Old Placerville Road, Suite 100, Sacramento, California 95827 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Spencer Building Maintenance, Inc has been engaged by County to provide routine and recurring, as-needed, and emergency janitorial services for the County's Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #6565, dated June 15, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, Marsden Central, L.L.C. acquired Spencer Building Maintenance, Inc through an asset purchase effective July 1, 2024;

**WHEREAS, ARTICLE XVII, Assignment and Delegation**, of the Agreement prohibits Spencer Building Maintenance, Inc from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

**WHEREAS**, Spencer Building Maintenance, Inc executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Marsden Central, L.L.C. doing business as Spencer Building Maintenance all of Spencer Building Maintenance, Inc's rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Spencer Building Maintenance, Inc's assignment agreement is incorporated herein as Exhibit E, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit E;

**WHEREAS**, Spencer Building Maintenance, Inc has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to Marsden Central, L.L.C. doing business as Spencer Building Maintenance;

**WHEREAS**, Marsden Central, L.L.C. doing business as Spencer Building Maintenance, acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

**WHEREAS**, Marsden Central, L.L.C. doing business as Spencer Building Maintenance shall assume all Spencer Building Maintenance, Inc's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing routine and recurring, as-needed, and emergency janitorial services for the County's Chief Administrative Office, Facilities Division;

**WHEREAS**, County will accept this First Amendment to Agreement for Services #6565 on condition that Marsden Central, L.L.C. doing business as Spencer Building Maintenance assumes and fulfills the terms and conditions of this First Amendment and the Agreement;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the County notice recipients, amending **ARTICLE XXI, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXXVII, Contract Administrator**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles, add a paragraph to an Article, and add a new Article to include updated contract provisions, adding **Exhibit D, California Levine Act Statement**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Spencer Building Maintenance, Inc, mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6565 on the following terms and conditions:

- I. All references to Spencer Building Maintenance, Inc, throughout the Agreement shall read Marsden Central, L.L.C. doing business as Spencer Building Maintenance. Marsden Central, L.L.C. doing business as Spencer Building Maintenance assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this First Amendment.
- II. **ARTICLE XXI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXI**

**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 in duplicate and addressed as follows:

To County:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667

Attn.: Chuck Harrell  
Facilities Division Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Marsden Central, L.L.C. dba  
Spencer Building Maintenance  
10457 Old Placerville Road, Suite 100  
Sacramento, California 95827

Attn.: Aaron D. Spencer  
President

or to such other location as Contractor directs.

- III. **ARTICLE XXXVII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

- IV. **The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

**ARTICLE XX**

**Default, Termination, and Cancellation:**

- A. 1. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
  - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
    - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
    - b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
    - c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
  3. The following shall be events of default under this Agreement:
    - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
    - b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
    - c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
    - d. A violation of ARTICLE XXXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately 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, or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. 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.

### **ARTICLE XXIII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

### **ARTICLE XXIV**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Proof of Janitorial Bond of not less than \$10,000.00.
- F. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event 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. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- I. 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, on an additional insured endorsement,

but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- J. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
  - K. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
  - L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
  - M. 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.
  - N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
  - O. 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.
  - P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- V. **ARTICLE XXXII, Conflict of Interest**, this last paragraph of the Article is added in its entirety and reads as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

**VI. The following Article of the Agreement is added to read as follows:**

**ARTICLE XLIV**

**Displaced Janitor Opportunity Act:** Contractor certifies that it will meet any and all Displaced Janitor Opportunity Act ("DJOA") requirements contained in Labor Code sections 1060 – 1065, to the extent they are applicable. Contractor agrees it has read and understands the meaning, intent, and requirements of the DJOA. The above referenced sections of the California Labor Code may be viewed online at the link below: [http://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=3.&chapter=4.5.&article.](http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=3.&chapter=4.5.&article.)

Except as herein amended, all other parts and sections of Agreement for Services #6565 shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6565 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Michele Weimer*  
Michele Weimer (Oct 11, 2024 15:24 PDT)  
Purchasing Agent  
"County"

Dated: 10/11/2024

--SPENCER BUILDING MAINTENANCE, INC--

By: *Aaron D. Spencer*  
Aaron D. Spencer (Sep 20, 2024 14:34 PDT)  
Aaron D. Spencer  
Chief Executive Officer  
"Contractor"

Dated: 09/20/2024

By: *Joan L. Spencer*  
Joan L. Spencer (Sep 20, 2024 13:59 PDT)  
Joan L. Spencer  
Corporate Secretary

Dated: 09/20/2024

--MARSDEN CENTRAL, L.L.C.  
doing business as  
SPENCER BUILDING MAINTENANCE--

By: *Aaron D. Spencer*  
Aaron D. Spencer (Sep 20, 2024 14:34 PDT)  
Aaron D. Spencer  
President  
"Contractor"

Dated: 09/20/2024

**Marsden Central, L.L.C.**  
doing business as  
**Spencer Building Maintenance**

**Exhibit D**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/20/2024

Date

Spencer Building Maintenance

Type or write name of company



Aaron D. Spencer (Sep 20, 2024 14:34 PDT)

Signature of authorized individual

Aaron D. Spencer

Type or write name of authorized individual

**Marsden Central, L.L.C.**  
doing business as  
**Spencer Building Maintenance**

**Exhibit E**

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Spencer Building Maintenance, Inc ("Assignor"), a corporation duly qualified to conduct business in the State of California, and Marsden Central, L.L.C., a Delaware limited liability company duly qualified to conduct business in the State of California, doing business as Spencer Building Maintenance ("Assignee").

**RECITALS**

A. Assignor is Spencer Building Maintenance, Inc under that certain Agreement for Services #6565 with County dated June 15, 2022 (the "Service Agreement").

B. The Service Agreement pertains to providing routine and recurring, as-needed, and emergency janitorial services at County-owned facilities for the County's Chief Administrative Office, Facilities Division.

C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.

2. **Assumption.** Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.

3. **Counterparts.** This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and

the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.

5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.


**Assignor:**  
**Spencer Building Maintenance, Inc**

By:   
Aaron D. Spencer (Sep 19, 2024 14:41 PDT)

Name: Aaron D. Spencer

Title: Chief Executive Officer

Date: 09/19/2024

By:   
Joan L. Spencer (Sep 20, 2024 11:38 PDT)

Name: Joan L. Spencer

Title: Corporate Secretary

Date: 09/20/2024

**Assignee:**  
**Marsden Central, L.L.C. dba Spencer Building Maintenance**

By:   
Aaron D. Spencer (Sep 19, 2024 14:41 PDT)

Name: Aaron D. Spencer

Title: President

Date: 09/19/2024


# 6565 Amd I with Spencer Building Maintenance and Facilities

Final Audit Report

2024-10-11

Created:	2024-10-08
By:	Ross Garner (Ross.Garner@edcgov.us)
Status:	Signed
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 Document e-signed by Michele Weimer (michele.weimer@edcgov.us)

Signature Date: 2024-10-11 - 10:24:25 PM GMT - Time Source: server- IP address: 207.104.47.251

 Agreement completed.

2024-10-11 - 10:24:25 PM GMT



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