

RUSH

Agreement # 4292

Legistar # N/A

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 9/6/19

Need Date: 9/13/19

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Kristen Germond
Phone: X5974
Department
Head Signature: S. R. Ewert
Sandy Ewert
Sr. Department Analyst

CONTRACTOR:

Name: Pro-Line Cleaning Services, Inc.
Address: P.O. Box 850
Diamond Springs, CA 95617
Phone: _____
Org Code: 06FACCUST
Project String
(if applicable): _____
Funding Source: _____

CONTRACTING DEPARTMENT: CAO-Facilities

Service Requested: Review & Approve
Description: Janitorial Services – Public Safety Facility
Contract Term: 3 years Contract Value: \$297,860

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

Approved: Disapproved: _____ Date: 9/9/2019 By: ADS
Approved: _____ Disapproved: _____ Date: _____ By: _____

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

RECEIVED
CoCo
SEP 06 2019
BY: KM@1045am

PLEASE EMAIL FOR PICK-UP cda-csu@edcgov.us Thank you!

Pro-Line Cleaning Services, Inc.
Routine and On-Call Janitorial Services

AGREEMENT FOR SERVICES #4292

THIS AGREEMENT, 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 Pro-Line Cleaning Services, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 6100 Enterprise Drive, Suite G, Diamond Springs, California 95617 and whose mailing address is Post Office Box 850 Diamond Springs, California 95617 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide routine and on-call janitorial services for its Public Safety Facility located at 200 Industrial Drive, Placerville, California 95667;

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

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

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

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary to provide selected janitorial services for the Public Safety Facility located at 200 Industrial Drive, Placerville, California 95667. Services shall be provided in accordance with the following:

A. Daily Services

1. Floors and Interior Stairways/Not Carpeted
 - a. Sweep and dust mop
 - b. Wet mop all spillage on tile floors

2. Floors and Interior Stairways/Carpeted
 - a. Vacuum, spot clean when necessary
3. Furniture
 - a. Dust furniture, taking care not to disturb papers left on desks
 - b. Dust all ledges that may be reached without use of a ladder
4. Wastebaskets
 - a. Empty and clean all wastebaskets, except where otherwise directed
5. Woodwork and Partition Glass
 - a. Remove hand marks from woodwork and partition glass
6. Halls, Entranceways, and Sidewalks
 - a. Sweep all surfaces
7. Restrooms
 - a. Clean and disinfect commodes, toilet seats, and urinals
 - b. Clean mirrors and fixtures
 - c. Wet mop restroom floors
8. Drinking fountains
 - a. Clean all drinking fountains
9. Glass Entrance Doors
 - a. Clean all glass entrance doors

B. Weekly Services (one [1] time per week unless required more often)

1. Clean door glass
2. Perform all low dusting of furniture and baseboards
3. Clean metal thresholds, trim around doors, and light switches
4. Buff floors

C. Monthly Services

1. Dust vertical wall surfaces, picture frames, ceiling lighting fixtures, and other high dusting requiring use of ladder

D. Staff

County shall evaluate and approve all of Contractor's staff utilized within the facility.

E. Supervision

Contractor agrees that its staff shall have adequate supervision to insure that facilities are maintained consistently and in accordance with the terms of this Agreement. Contractor shall furnish to County's Contract Administrator, the name of Contractor's Contract Supervisor who may be contacted by County when problems occur.

All services shall be provided under the direction of Contractor's Contract Supervisor; however, as needed, Contractor agrees to meet on-site with key County personnel to discuss cleaning needs.

F. Supplies

1. Contractor agrees to furnish equipment, supplies, and materials, including, but not limited to, cleaning soaps, waxes (UL approved slip resistant type), brooms, mops, and any other equipment and safety devices necessary to perform the services required herein.
2. County agrees to furnish paper towels, toilet tissue, hand soap, seat covers, sanitary napkins, and trash can liners.

G. Hours of Service

Services shall be provided between the hours of 6:00 p.m. and 7:00 a.m. five (5) days per week, excluding County holidays, unless otherwise specified.

H. As-Needed Services

As-needed services shall be quoted per job and shall include but not be limited to interior and/or exterior window cleaning, carpet shampooing, and other deep cleaning tasks.

For each as-needed work assignment, Contractor shall provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Contractor for each as-needed work assignment identifying the specific location where the work will be performed; a description of the work; a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any as-needed services performed prior to the issuance of the written Work Order.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be as follows:

Year 1 Routine Services: \$80,520 (\$6,710 monthly)

Year 2 Routine Services: \$82,620 (\$6,885 monthly)

Year 3 Routine Services: \$84,720 (\$7,060 monthly)

As-needed services allowance \$50,000

The total amount of this Agreement shall not exceed \$297,860, inclusive of all Work Orders, costs, and expenses.

Invoices shall follow the format specified by County and shall reference this Agreement number and if applicable, County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell
Facilities Manager

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement and/or any individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Security and Confidentiality Requirements for Contractors Providing Janitorial Services: Contractor agrees to comply with the following security and confidentiality requirements, and shall ensure the compliance of Contractor's employees and personnel (collectively referred to as "Contractor") as follows:

- A. When performing services under this Agreement, only Contractor's authorized employees and personnel are allowed on the premises of County facilities that are the subject of this Agreement ("Subject Facilities").
- B. When performing services under this Agreement, Contractor shall not turn on or use any County electronic devices and shall not read any computer or digital screens, County documents, or written materials located in Subject Facilities.
- C. Contractor shall not remove any written materials from Subject Facilities except those placed in the trash by County employees. Contractor shall treat all materials removed from the Subject Facilities for disposal as confidential, and shall take reasonable measures to ensure such materials are not accessible to or used by any person for any purpose other than proper disposal.
- D. Contractor shall comply with all additional security procedures applicable to Subject Facility that are provided to Contractor by the Contract Administrator or other designated agent for County.
- E. Contractor shall not disclose any information learned during the performance of services under this Agreement to any third party.
- F. Contractor shall be responsible for turning off all lights and locking all doors in all offices when leaving Subject Facilities. Contractor shall further be responsible for all keys issued to him/her for Subject Facilities, and shall return said keys upon termination of this Agreement. If the keys are lost or Contractor cannot return the keys for any reason, Contractor shall be responsible for the cost of reproducing, replacing said keys, or re-keying locks.
- G. The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

ARTICLE VI

Responsibility for Compliance with Security Alarm Procedures: Contractor shall comply with County's instructions regarding access to County facilities protected by any type of security alarm, monitor, system, device, service, or equipment. Contractor shall

be responsible for all costs incurred by County as a result of Contractor's failure to comply with County's instructions, including but not limited to, any fees imposed by local law enforcement agencies, fees imposed by the vendor or company providing the security service, and the cost of any time required by County personnel. County may deduct any such costs incurred by County from any compensation due or owing Contractor under this Agreement.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division, for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

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

ARTICLE XI

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

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

ARTICLE XII

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

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

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

ARTICLE XIII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable 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 Orders issued pursuant to this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the 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 XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Russell Fackrell
Facilities Division Manager

or to such other location as County directs.

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

Notices to Contractor shall be addressed as follows:

Pro-Line Cleaning Services, Inc.
Post Office Box 850
Diamond Springs, California 95617

Attn.: Karen Funk, Corporate Secretary

or to such other location as Contractor directs.

ARTICLE XVI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

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

ARTICLE XVIII

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 of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- 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 or professional consultant 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.
- 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. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event 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.
- I. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 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.

ARTICLE XIX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIV, Default, Termination, and Cancellation, herein.

ARTICLE XXII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIII

California Residency (Form 590): Contractor If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

Licenses: Contractor hereby represents and warrants that Contractor and any of its subContractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subContractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subContractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVIII

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

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

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

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--PRO-LINE CLEANING SERVICES, INC.--

By: _____

Dated: _____

Paul Funk
President
"Contractor"

By: _____

Dated: _____

Karen Funk
Corporate Secretary