

**Marsden Central, LLC
doing business as
Spencer Building Maintenance**

Janitorial Services for Probation and Community Corrections Center

AGREEMENT FOR SERVICES #10121

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Marsden Central, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, doing business as Spencer Building Maintenance, whose principal place of business is 1717 University Avenue West, Saint Paul, Minnesota 55104, and whose local address is 10457 Old Placerville Road, Suite 100, Sacramento CA 95827 (hereinafter referred to as "Contractor");

RECITALS:

WHEREAS, County has determined that it is necessary to obtain a contractor to provide selected janitorial services for the County of El Dorado Probation Department facility located at 3974 Durock Road, Suite 205, Shingle Springs, California. "Area 1" includes Suites 205, 206, 207, 208, 209, 210, and 211 consisting of approximately 10,346 square feet of area, "Area 2" includes Suites, 201, 202, 203, and 204 consisting of approximately 4,124 square feet;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those 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 these services provided by Contractor is 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 31000;

WHEREAS, on June 27, 2024, Spencer Building Maintenance was formally approved to a qualified list for Janitorial Services as the result of competitive Request for Qualifications (RFQ) #24-0043. On July 1, 2024, Marsden Central, LLC, acquired Spencer Building Maintenance through an asset purchase and is now operating as Marsden Central LLC, doing business as Spencer Building Maintenance;

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

ARTICLE I

Scope of Services: Contractor is engaged in the business of doing the services and tasks required under this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Services.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to provide selected janitorial services for the Probation Department, 3974 Durock Road, Suite 205, Shingle Springs, California. "Area 1" includes Suites 205, 206, 207, 208, 209, 210, and 211 consisting of approximately 10,346 square feet of area and "Area 2" includes Suites, 201, 202, 203, and 204 consisting of approximately 4,124 square feet of area.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor, if applicable, perform the services and tasks required under this Agreement accordingly.

All of the services included in this Article hereto, are the responsibility of Contractor, unless specifically described as a task or item of work to be performed or provided by County. Contractor shall be solely responsible for the supervision, administration and work performed by any subcontractor for services rendered under this Agreement.

Contractor agrees to provide routine and recurring janitorial services for the Probation Department and Community Corrections Center facilities located at Area 1 and Area 2, in accordance with the following:

A. County Responsibility

1. County shall be responsible for monitoring and inspecting the work of Contractor to ensure Contractor's work is completed to County's satisfaction. County's monitoring and inspecting responsibilities shall include, but are not limited to, the following:
 - a. Identify County's designated contact(s) for each suite. The County's designated contact(s) shall submit in writing to Contractor the names of County personnel that shall have authority to make changes or additions to janitorial requests. Changes or additions made by anyone other than County authorized personnel shall not be accepted or paid for by County; and
 - b. Provide training to Contractor in County's security protocols and procedures; and
 - c. Establish time and frequency of direct meetings with Contractor.
 - d. Schedule inspections with Contractor's Project Manager. Quality service and strict adherence to Agreement shall be expected from Contractor.

B. Contractor Responsibility

1. Contractor shall provide, at Contractor's own cost and expense, all personnel, equipment, tools, materials, supervision and all other items and services necessary to perform the janitorial services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy, and safe work environment for all occupants of and visitors to County-leased office building(s). The specifications contained in this document have been developed to establish the minimum level of janitorial services

- required by County. Contractor will be responsible for completing all janitorial services within established time frames.
2. Janitorial services shall be provided between the hours of 7:00 p.m. and 5:00 a.m., Monday through Thursday. Services for Friday may be provided Friday between the hours of 7:00 p.m. and 5:00 a.m. or on the following Saturday or Sunday between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays unless otherwise specified or with prior approval of County's designated contact(s). County shall provide Contractor with a list of County holidays and, when possible, shall provide advance notice of building closures due to unforeseen circumstances.
 3. Contractor shall be responsible for all coordination and supervision of personnel associated with the janitorial service at County facilities. These activities shall include but may not be limited to the following:
 - a. Recruit, screen, background check, and train personnel to ensure Contractor's staff is capable of fulfilling the requirements of this Agreement; and
 - b. Train employees in County's security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures; and
 - c. Cooperate with County officials in investigation of suspected criminal activity committed by Contractor's employee(s) or witnessed by Contractor's employee(s); and
 - d. Provide a Project Manager who shall be responsible for the performance of Contractor under this Agreement and who shall remain County's primary contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with County's designated contact(s) to ensure prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the County's designated contact(s). The Project Manager shall contact the County's designated contact(s) to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the Agreement and Contractor's performance; and
 - e. Provide adequate field supervision to ensure Contractor's janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed written plan for providing supervision including a detailed written back up plan(s) in the event janitorial staff is absent or leaves premises prior to completion of duties, must be provided in writing to County; and
 - f. Develop an internal monitoring system that shall be used to ensure service quality. Said internal monitoring system shall include non-scheduled spot checks as well as regularly scheduled written inspections with a copy to the County's designated contact(s). County's designated contact(s) may choose to inspect with or independently of Contractor; and
 - g. Evaluate staff performance; and
 - h. Report vandalism and/or damage of County's property to the County's designated contact(s) immediately upon discovery; and
 - i. Inform Contractor's employees that County equipment shall not be used by Contractor or Contractor's employees without prior written approval of County.
 4. Contractor shall conform to all applicable Federal, State, and local laws, and to the requirements of this Agreement. In performing work under this Agreement, Contractor shall:

- a. Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of any person(s) performing or in any way coming into contact with the performance of this Agreement; and
- b. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and
- c. Take such additional precautions as the County's designated contact may reasonably require for health, safety and environmental protection; and
- d. Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the County's designated contact, shall be grounds for termination of this Agreement in accordance with the Default, Termination, and Cancellation clause of this Agreement; and
- e. **Damage Reports.** In all instances where County property or equipment is damaged, Contractor shall submit to the County's designated contact a full report of the facts and extent of such damage verbally within an hour by leaving a message at County's designated contact's phone number and in writing within 24 hours of the occurrence; and
- f. **Accident Reports.** Contractor shall comply with State of California, OSHA and all other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. All accidents shall be reported to County's designated contact in person or by phone within one hour of accident. A full written report of the accident, including all known facts and the extent of such damage, shall be provided in writing to the County's designated contact within 24 hours of the occurrence; and
- g. **Chemical Spills.** The Contractor shall provide a plan that addresses incidental and emergency spills of any chemicals brought on-site; and
- h. **Hazard Communications.** Contractor must maintain a minimum of three (3) updated Material Safety Data Sheets (MSDS) files on-site as follows:
 - One (1) shall be given to County's designated contact
 - One (1) shall be placed in Contractor's Agreement file
 - One (1) shall be kept in each janitorial closet located on premises

C. Contractor Responsibilities re: Employee Recruitment

1. **Employee Screening:** Contractor shall be required to participate in and if requested by County, provide current results of the below screening processes. County will not pay for any screening processes. All screening processes must be Contractor paid. Contractor shall ensure they meet County criteria. Contractor shall retain a copy of the screening process results in their employee file and shall provide written declaration to County prior to the first day of working at County facility certifying that Contractor's employees assigned to provide services under this Agreement successfully passed the following screening processes:
 - a. Proof of employment eligibility verification (Form I-9).
 - b. Upon County request, be subject to background check, including criminal history, based on residency location every three (3) years.
 - c. Persons with any history of drugs, violence, of any type including weapons violations, theft of all types, fraud, and/or forgery shall not be assigned to work at the facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination.

- d. Upon County request, conduct, at minimum, a five (5) panel drug screen test for THC, Cocaine, Phencyclidine (PCP), Opiates (Codeine, Morphine, 6-AM also known as "Heroin,") and Amphetamines (Methamphetamine, MDMA also known as "Ecstasy" and synthetic stimulants also known as "Bath Salts." No persons with positive test drug screen results shall work at the facility. Contractor shall provide a copy of drug screen test to County.
2. Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the designated County contact(s) shall be notified prior to the change. In addition, staff shall have the ability to:
 - a. Read, write, speak, and understand the English language; and
 - b. Have the necessary public relations skills to deal with employees and patrons in a professional, courteous, businesslike manner; and
 - c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner; and
 - d. Maintain poise, self-control, tact, diplomacy, and mature judgment under stress.
3. County shall be the sole judge of efficiency and acceptability of each janitorial employee's performance while on site. County reserves the right to require Contractor to remove any janitorial personnel from further duty at County without cause and without the right to recover damages by such janitorial employee or by Contractor from County. If County requires the removal of any janitorial personnel from duty, County may, at its sole discretion, provide Contractor the reasons for the removal demand. However, County is not required to provide such reasons, Contractor may not challenge such reasons, and Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by County.

D. Contractor Responsibility re: Identification and Conduct of Contractor's Employee(s)

1. Contractor shall ensure that only their properly identified employees listed with the County's designated contact(s) are permitted on the premises during the performance of daily duties.
2. Contractor shall be held strictly accountable for damages or breaches of security caused by its employees.
3. Contractor's employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.
4. Contractor's employees must wear a badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.
5. Contractor's employees must not consume food or beverages while performing their contractual duties. If available, Contractor's employees may use the individual Department's lunchroom for normal breaks and lunch periods.
6. Contractor's employees shall not consume alcoholic beverages nor use narcotics while on duty nor be under the influence of any intoxicating liquor or other substance when reporting for duty.
7. Contractor's employees must not receive nor initiate personal telephone calls from County-owned telephones.
8. Contractor's employees must not fraternize with County staff, clients, or visitors to the building nor unnecessarily disrupt County employees from their work while performing their contractual duties.

E. Contractor Responsibility re: Security Awareness Training

1. Contractor shall ensure all new hires complete Security Awareness Testing through the Department of Justice as directed by the Probation Department.
2. Contractor shall ensure all employees assigned to the Probation Department complete Security Awareness Testing every two (2) years as directed by the Probation Department.

F. Contractor Responsibility re: Confidentiality

1. All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be strictly treated by Contractor and Contractor's staff as confidential information. Contractor and Contractor's staff shall not disclose or use, directly or indirectly, at any time any such confidential information.
2. Contractor shall be bound to confidentiality any information its employees may become aware of during the course of performance of contracted tasks. Breaches of confidentiality by Contractor or by its staff shall constitute grounds for immediate cancellation of the Agreement and may result in legal action.
3. Each of Contractor's employees, including temporary staff, shall be required to sign an "Employee Confidentiality Agreement" and as more fully described in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall keep a copy of the Employee Confidentiality Agreement. The original copy shall become the property of the County, given to the County's Contract Administrator and filed in Contractor's Agreement file. Each of the Contractor's employees will be required to resign the "Employee Confidentiality Agreement" on an annual basis. Contractor acknowledges that a breach by Contractor's employee of their Employee Confidentiality Agreement is a default of this Agreement.

G. Contractor Responsibility re: Security

1. County shall provide Contractor with entry cards and/or keys ("keys") necessary to perform the janitorial services required under this Agreement.
2. Contractor shall be responsible for all keys issued for access to County premises and shall return said keys immediately upon termination of this contract. All costs accrued by County in reinstating facility security occasioned by loss of keys due to Contractor's and/or its employees' negligence shall be billed to Contractor.
3. Contractor must maintain a secure environment while cleaning the facility.
 - a. Contractor shall be given instructions on County's sign in/out procedures. It shall be Contractor's responsibility to assure sign in/out procedures are strictly followed; and
 - b. No one shall be allowed access to or into any County facility except Contractor's employees who are responsible for performing actual janitorial services; and
 - c. Contractor's employees shall not have relatives or other personal visitors at the work site; and
 - d. Upon completion of work each day, Contractor's staff shall be responsible for securing all entrances and exits to building prior to their departure, including but not limited to entries to management offices. Immediately prior to leaving the premises at the end of their shift, employees shall ensure building's security alarm is properly alarmed. Failure to maintain a secure environment, properly secure the building, or set the security alarm shall result in a complaint to vendor and possible cancellation of the contract; and
 - e. Contractor shall be responsible for all costs associated with their or their employee's failure to set any required alarms or secure any facility properly upon their departure

(i.e. false alarm fees, stolen items or equipment, damage repairs, etc.). In addition, should the Agreement be canceled for failure of Contractor or Contractor's staff to properly secure the building or set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, shall be charged to Contractor. County may deduct these costs from any monies due to Contractor.

H. Supplies

1. Contractor agrees to:

- a. Furnish all supplies and materials necessary for the proper performance of each janitorial service. Supplies and materials including but not limited to brooms, brushes, dust cloths, wet and dry mops, ladders, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes (UL approved slip-resistant), wax stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. At a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications. Contractor shall, as much as feasibly possible, use "scent free" material and supplies. Contractor shall not use any material or supplies which the County's designated contact(s) determine would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons; and
- b. Provide all necessary cleaning equipment including but not limited to buffing machines, industrial type vacuum cleaners, hot water extraction equipment, and supplies needed for the performance of the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the County's designated contact(s) in consideration of the health and safety of County staff, County property, and members of the public. Said approval shall not be unreasonably withheld. Equipment deemed by the County's designated contact(s) to be of improper type or design or inadequate for the purpose intended shall be replaced by Contractor; and
- c. Contractor shall provide to the County's designated contact(s) Material Safety Data Sheets (MSDS) for all chemicals used or stored in the buildings and post the MSDS in all janitorial closets; and
- d. Contractor shall provide hazardous chemical training to Contractor's employees; and
- e. Contractor agrees to ensure all supplies stored in the janitor closet(s) shall meet Fire Code requirements, including, but not limited to, 18" ceiling clearance; and
- f. For County-provided Consumable Supplies, defined below in subsection 2(a), Contractor agrees to submit a Consumable Supply order to designated County contact(s) at least one (1) week before they anticipate that they shall run out .

2. County agrees to:

- a. Supply necessary consumable supplies for facility and restrooms. Consumable supplies shall include but not be limited to trash bags, hand soaps, paper towels, toilet tissue, toilet seat covers, and fluorescent tubes (as referenced herein, "Consumable Supply" or "Consumable Supplies"); and
- b. Provide storage (janitor closet) for Contractor to store any necessary supplies, materials, and equipment; and

- c. Furnish electrical power at existing power outlets for Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water shall also be made available as necessary for that purpose.

I. Contractor Daily Services

1. General

- a. **Dusting:** Contractor shall "low" dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, partition ledges, telephones, bookcases, and other office equipment with the exception of desks and tables covered with papers and other work materials. Contractor is to take care not to disturb any documents, files, or work papers left on interior desks, office equipment, reception desks, or interview booths. Desk and cabinet tops left clear of papers and other work materials shall be "low dusted." Contractor shall accomplish all dusting by the removal of soil from the area by the most effective means appropriate, i.e., treated dusting cloths, feather dusters, or vacuum tools, and not by moving dust from one surface to the other. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools; and
- b. **Hard Surface Floor Areas:**
 - i. **Sweep and Dust Mop.** Thoroughly sweep and dust mop all hard surface areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). All items moved shall be replaced in their original found position. Dust mops shall be treated with water-based dust control chemical. Dust and dirt shall be placed into plastic trash bags, tied off, and removed outside to the dumpster. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles, and dirt streaks. No dirt shall be left in corners, under furniture, behind doors, etc. No dirt shall remain where sweepings were picked up. No dirt, trash, or foreign matter shall be left under desks, tables, or chairs; and
 - ii. **Damp Mop.** Thoroughly damp mops all hard surface floor areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). All items moved shall be replaced in their original position after floor has dried completely. A clean cotton mop head that is in good condition shall be used for mopping. Clean water shall be used at all times and water shall be changed often. Mop head must be only damp, and no excess water shall be left behind on floor. Approved proper chemicals shall be used at all times and at proper dilution. Finished floor shall be clean and streak free; and
- c. **Carpeted Floor Areas:**
 - i. **Vacuum** all carpeted areas. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off, and remove to the dumpster. As part of the vacuuming process, carpet spot cleaning is required on a daily and ongoing basis. County requires that a motor-driven Commercial grade vacuum with HEP A filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas; and

- d. Remove all fingermarks and dirt smudges from walls, doors, doorjambs, windows, window partitions, woodwork, light switch cover plates, light switches, doorknobs and handles, entrance door push rails (front and back), and all associated surrounding areas; and
- e. Empty and clean the interior and exterior of all interior and exterior trash receptacles:
 - i. Collect all designated wastepaper and trash in either plastic leak-proof trash bags or in leak proof containers and dispose of immediately in dumpster; and
 - ii. Replace interior and exterior trash receptacles with leak-proof trash bags or liners on as "as needed" or "as requested" basis; and
 - iii. Wipe down the interior and exterior of all garbage receptacles, including the floor area beneath the trash receptacle; and
 - iv. Ensure all trash receptacles and sanitary napkins/tampon disposal receptacles have fresh trash bags or liners.
- f. Light bulb removal and installation as requested. Management and disposal by businesses of fluorescent light bulbs and other mercury-containing bulbs are regulated under the Resource Conservation and Recovery Act (RCRA), Universal Waste Rule (UWR), and Subtitle C hazardous waste regulations. Therefore, used fluorescent tubes may not be disposed of by Contractor and must be safely stored in an area approved by the County's designated contact; and
- g. Sweep sidewalk outside all entrance and entry areas; and
- h. Break down any cardboard boxes generated by supplies, materials, or equipment used by Contractor and placed in the designated recycling dumpster area; and
- i. Police all sidewalks, parking areas, planter strips or boxes, grassed areas, rock gardens, shrubbery, entryways, and dumpster areas and remove all trash and discarded materials including but not limited to cigarette butts and beverage containers from these areas and deposit in dumpster; and
- j. Any articles or items of apparent value found by Contractor's staff in any area of the building or outside area(s) shall immediately be turned over to County's designated contact(s). Any articles of suspicious nature that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall immediately be reported to the Sheriff and to Contractor's Project Manager. Project Manager shall immediately contact County's designated contact(s) to apprise them of the situation.

2. Lobby/Reception Areas

- a. Clean, disinfect, deodorize, and polish all drinking fountains, if applicable. Any instance of damaged and/or inoperable drinking fountains shall be immediately reported to County's designated contact; and
- b. Wipe down and disinfect all lobby furniture; and
- c. Straighten furniture and printed material in the lobby and reception area; and
- d. Clean, disinfect, and deodorize all reception countertops.

3. Interior Lunchroom Areas

- a. Clean, disinfect, and deodorize all lunchroom counters and table surfaces; and
- b. Clean and wipe down interior and exterior of microwave ovens; and
Separate and align all tables and chairs in lunchroom.

4. Restrooms:

- a. Clean, disinfect, and deodorize all sinks, commodes, toilet seats, urinals; and
- b. Clean, disinfect, and deodorize all dispensers, mirrors, counters, and fixtures; and
- c. Clean, disinfect, and deodorize all restroom floors; and
- d. Clean, disinfect, and deodorize all restroom entry area walls and doors; and
- e. Contractor agrees to submit a supply order to designated County contact(s) at least one (1) week before they anticipate that they shall run out of County-provided consumable supplies and restock restroom supplies as required or requested:
 - Maintain adequate supplies of toilet paper, seat covers, toilet and urinal deodorizers, room deodorizers, paper towels, and soap in restrooms.
- f. Check function of all dispensers and fixtures in all restrooms and ensure adequate amount of appropriate product remain in dispensers. Refill said dispensers if product level is low.

5. Other

- a. Perform all other services necessary to maintain premises in a clean and sanitary condition; and
- b. Report any noted maintenance problems to designated County contact(s); and
- c. At end of each work shift, ensure that all necessary doors and windows are closed and locked, all lights are turned off. Contractor's staff has signed out and, immediately prior to leaving premises, has properly armed alarm system.

J. Weekly Service (Once Per Week Unless Required or Requested More Often)

- 1. Thoroughly dust all surfaces "high and low" using a treated duster. Dusting high and low includes but is not limited to file cabinets, partition tops, pictures, chair rungs, bookcases, all baseboards, ledges, windowsills and window coverings, tops of doorframes, air vents, inside of florescent light coverings, etc. Contractor shall accomplish dusting by the removal of soil from the area by the most effective means appropriate, i.e., treated dusting cloths, feather dusters, or vacuum tools, and not by moving dust from one surface to the other. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools. Contractor is to take care not to disturb any documents, files, or work papers left on interior desks, office equipment, reception desks, or interview booths.
- 2. The sides of all furniture shall be cleaned and waxed to remove smudges and/or marks on an as needed basis. Contractor is not to disturb any computers, papers, folders, etc., on desks. Desks are to be thoroughly cleaned when all items are removed from desk surfaces.
- 3. Remove cobwebs from ceilings, ceiling corners, ledges, molding, crevices, and corners.
- 4. Clean metal thresholds and trim around doors.
- 5. Using suction type vacuum, vacuum all fabric covered chairs leaving all fabric clean and free from dust balls, dirt, and other debris.

6. Empty and clean cigarette urns outside building's exterior doors:
 - a. Remove cigarettes, cigarette butts, and trash from cigarette urns ashtray and place in a metal container separate from other waste material; and
 - b. Sift and/or stir sand to ensure all cigarette butts and trash has been removed; and
 - c. Empty trash from trash receptacle located under cigarette urn ashtray if applicable.

K. Monthly

1. Hot Water Extract carpets as requested.
2. Wash and buff all hard surface floors. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured, or damaged during these operations and shall be left in a clean condition.
3. Wash inside and outside glass surface of all interior and exterior windows.
4. Clean, disinfect and deodorize to remove nonpermanent stains and soil from the interior and exterior of all lunchroom trash receptacles.
5. Buff tile floor in lobby and lunchroom area between finishings.
6. Wipe down the interior of the two (2) refrigerators the last day of every month.

L. Quarterly (Every Three [3] Months)

1. Dust vertical wall surfaces, ceiling fixtures, vertical blinds, moldings, overhead pipes, fire alarm bells, emergency lighting, clocks, and other high dusting requiring use of ladder.
2. Vacuum and/or wash dirt from all air grilles and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirt ceiling tiles and grid metal with brush attachments. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
3. Deep scrub and refinish all hard surface floors.

M. Semi-Annually (Every Six [6] Months)

1. Wash and wipe clean all surfaces over six (6) feet in height. This shall include but is not limited to moldings, overhead pipes, ceiling fixtures, fire alarm bells, emergency lighting, clocks, file cabinets, etc.
2. Where wall-covering permits, wash, disinfect, and deodorize all interior walls, doors, and windows to remove all dirt, grime, and wax.
3. Clean and wax all woodwork, wood paneling, door push rails (front and back), and doors.
4. Remove carpet stains using hot water extraction equipment and supplies. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily moveable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured, or damaged during these operations and shall be left in a clean condition.

N. Annually

1. Deep scrub, strip (only if necessary), and finish (using UL approved slip-resistant wax) all hard floor surfaces. More particularly:
 - a. Completely remove all dirt, finish, and other foreign substances in returning the floor to its original surface; and
 - b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer, and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied shall depend on the type and condition of the floor. All waxed surfaces must be maintained to provide safe UL-approved anti-slip walking conditions. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured, or damaged during these operations and shall be left in a clean condition.
2. Remove carpet stains.
3. Completely vacuum using hot water extraction equipment and supplies. Said extraction shall include all inaccessible areas, such as but not limited to corners, with manual hand-held accessories to the said extraction equipment.
4. Completely re-vacuum all carpets after steam cleaning.
5. Dust vertical wall surfaces, ceiling fixtures, vertical blinds, moldings, overhead pipes, fire alarm bells, emergency lighting, clocks, and other high dusting requiring use of ladder.
6. Wash and wipe clean all surfaces over six (6) feet in height. This shall include but is not limited to moldings, overhead pipes, ceiling fixtures, fire alarm bells, emergency lighting, clocks, file cabinets, etc.
7. Where wall-covering permits, wash, disinfect, and deodorize all interior walls, doors, and windows to remove all dirt, grime, and wax.

O. Additional Requirements

1. All monthly, quarterly, and semi-annual cleaning services are to be scheduled and calendared in advance of service and with the prior knowledge and approval of County's designated contact(s).
2. Contractor and all Contractors' employees agree to adhere to County's non-smoking policy at all times they are working in or around the building.
3. Contractors shall be responsible for repair, replacement, or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.

P. Emergency Cleanup/Blood Borne Pathogens/Additional Cleanup Duties

1. County's designated contact(s) shall assign additional cleanup duties to Contractor on an "as needed" basis or when an emergency occurs. Additional cleanup tasks may include but are not limited to dusting, vacuuming, mopping, carpet extraction, window washing, cleaning, and

- sanitizing an area in order to facilitate the removal of bodily fluids including but not limited to urine, blood, fecal matter, mucus, vomit, etc. from the premises.
2. Contractor must provide their employees with basic blood borne pathogen training including required Hepatitis B immunization for personnel exposed or working on-site with blood or other potentially infectious materials. The full text of these two OSHA standards is found in 29 CFR 1910.1030 and 29 CFR 1910.1200, respectively.
 3. Specified waiver and compliance must be in accordance with the current Federal blood borne pathogen regulations. Any cost for vaccinations required will be the responsibility of Contractor. Contractor must also provide County with a copy of proof of such vaccination(s).
 4. Emergency Cleanup/Additional Cleanup per hour charge noted in Article III, Compensation for Services, with a minimum two hours per call.
 5. Emergency Cleanup/Additional Cleanup services will be scheduled with Contractor by Contract Administrator, or designee, via phone call, email, or written correspondence.

Q. Pressure Washing

1. Perimeter Walkway pressure washing billed as noted in Article III, Compensation for Services
2. Pressure washing will be scheduled with Contractor as needed upon request by Contract Administrator, or designee, via phone call, email, or written correspondence.

R. Supervision

1. Contractor agrees that its staff shall have adequate supervision to ensure that facilities are maintained consistently in accordance with the terms of this contract. Contractor shall furnish to each facility the name of an immediately available Project Manager to be contacted by County when problems occur.
2. All services shall be provided under the direction of the County's designated contact(s). However, as required, Contractor agrees to meet on-site with key personnel at each office to discuss cleaning needs, view service, and receive direction and feedback.

S. Quality Assurance Plan

1. Contractor shall submit a Quality Assurance Plan, and the plan must be acceptable to County. Contractor shall not begin work under this Agreement until the Quality Assurance Plan, incorporating any changes required, has been approved by County Probation Department. The Contractor shall maintain and update the plan annually and within 30 days of the start of any extension. Contractor's Quality Assurance Plan shall include:
 - a. The names and qualifications of individuals performing inspections and the extent of their authority; and
 - b. Methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques; and
 - c. Methods of documenting and enforcing quality assurance operation, including inspections and testing; and
 - d. The format for Contractor's quality assurance report; and
 - e. Method of control site keys and locks.
2. Quality Assurance Files. A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by Contractor throughout the term of the Agreement. This file shall be the property of County and be made available upon request by the County's designated contact within ten (10) days after completion or prior to

termination of the Agreement. Final payment may be withheld pending County receipt of requested quality assurance files.

3. **Quality Assurance Reports.** Contractor shall submit to the County's designated contact by close of business the fifth (5th) working day of each month a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.
4. **Acceptability.** For purposes of acceptance, Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the term of the Agreement, including any extensions of Agreement term. Contractor shall notify the County's designated contact in writing of any proposed change to Contractor's Quality Assurance Plan. No change will be implemented prior to review and written approval by the County's designated contact.

T. Inspection and Correction of Deficiencies

1. Inspections by County's designated contact(s) will be conducted on a random basis for all specifications outlined in this Agreement.
2. Inspections noting deficiencies in the Agreement's specifications will be provided to Contractor on a regular basis by County's designated contact(s). Any deficiency for a daily, weekly, or monthly task must be corrected within four (4) hours of notification. Any quarterly, semi-annual, or annual task deficiency must be corrected within twenty-four (24) hours of notification.
3. County's designated contact(s) shall make the final decision as to whether or not any cleaning task has been satisfactorily performed.
4. Failure to correct specification deficiencies may result in the cancellation of Agreement by County.

U. Communication

County and Contractor shall communicate special janitorial requests or other issues by posting them in the log located near each janitor closet. County shall provide Contractor with a floor plan of the facility that includes workstation and room numbers to help facilitate special janitorial requests or other issues.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of August 1, 2026, through July 31, 2029, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Services provided for partial months shall be prorated on a daily basis.

For the purposes of this Agreement, the billing rates shall be in accordance with the following tables, "Annual Itemization."

Annual Itemization				
	Area 1 10,346 sf	Area 2 4,124 sf	Per Month Total 14,470 sf	Annual Total
Year One 08/01/26- 07/31/27	\$2,445.22 per month	\$974.78 per month	\$3,420.00 per month (\$.2364 per sf)	\$41,040.00
Year Two 08/01/27- 07/31/28	\$2,560.14 per month	\$1,020.60 per month	\$3,580.74 per month (\$.2475 per sf)	\$42,968.88
Year Three 08/01/28- 07/31/29	\$2,680.47 per month	\$1,068.57 per month	\$3,749.03 per month (\$.2591 per sf)	\$44,988.42

Annual Itemization		
	Perimeter Walkway Pressure Wash *	Emergency Cleanup/Additional Cleanup (bulbs, ballast, fire-life safety, etc.)*
Year One 08/01/26-07/31/27	\$68.00 / hour **	\$974.78 per month-change to \$87.00 /hour
Year Two 08/01/27-07/31/28	\$70.00 /hour **	\$1,020.60 per month-change to \$88.00 /hour
Year Three 08/01/28-07/31/29	\$72.00 / hour **	\$1,068.57 per month-change to \$90.00 /hour

* Two-hour minimum inclusive of one-way travel

** Or charged per written correspondence between Contractor and Contract Administrator

Total amount of this Agreement shall not exceed \$146,997.30, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number 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. Invoices shall be mailed to County at the following address:

County of El Dorado
 Probation Department - Fiscal
 3974 Durock Rd, Ste. 205
 Shingle Springs, CA 95682

or emailed to: PB-Fiscal@edcgov.us

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, 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 XVIII, 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

Protection of Facilities:

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the services described herein. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility during the performance of the services described herein.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

ARTICLE VI

Safety: Contractor shall maintain safe conditions at the County's contracted building(s) or other locations to be serviced under this agreement during the performance of the services described herein for the public, County staff, and all persons performing the services required by this agreement. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, cleaning solutions, materials, or other supplies, if applicable, in a sealed container and removing them at the end of each work day.

ARTICLE V

Registration of Contractors: No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor

Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE VI

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 VII

Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Gov't Code §8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11-1308.15.

ARTICLE VIII

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 the 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 the Subject Facilities.
- C. Contractor shall not remove any written materials from the 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 the Subject Facilities that are provided to Contractor by the County's designated contact, Contract Administrator or other designated agent for the 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 the 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 IX

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76, and Contractor further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- B. Have not, within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not, within the three-year period preceding this Agreement, had one or more public transactions (Federal, State, or Local) terminated for cause or default;
- E. Shall not knowingly enter into any lower tier or sub recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier or sub recipient covered transactions and in all solicitations for lower tier or sub recipient covered transactions in accordance with 45.C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State governments, County may immediately terminate this Agreement for cause or default.

ARTICLE X

Access to Records: Contractor shall provide access to the Federal, State, County, or Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE XI

Compliance with All Federal, State, and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Probation Department.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, environmental, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act. All services, work, and materials provided by Contractor shall be in full accordance with the latest rules and regulations of the safety orders of the California Department of Industrial Relations, and any and all other applicable laws and regulations.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE XII

Displaced Janitor Opportunity Act: Contractor certifies that it will meet any and all Displaced Janitor Opportunity Act ("DJOA") requirements contained in California 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.

ARTICLE XIV

Payment of all Federal, State or Local Taxes: Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE XVI


Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XVII

Workers' Compensation: Contractor shall comply with Labor Code sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed:  _____ Dated: 4/13/26

ARTICLE XVIII

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 XII

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 proven 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 XIII

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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIV

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 XV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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, agents,

affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. 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 that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. 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.

If County terminates this Agreement, in whole or in part, for default:

1. 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.
2. 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.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.

3. 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.
4. A violation of ARTICLE XXV, 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, 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 Agreement. 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 XIX

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
 Probation Department
 3974 Durock Rd, Suite 205
 Shingle Springs CA 95682

Attn: Nikki Moeszinger
 Chief Fiscal Officer

With a copy to:

County of El Dorado
 Chief Administrative Office
 330 Fair Lane
 Placerville CA 95667

Attn: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Spencer Building Maintenance
 10457 Old Placerville Road, Suite 100
 Sacramento CA 95827

Attn: Aaron D. Spencer
 President

or to such other location as the Contractor directs.

JSC
 Marsden Central, LLC, dba Spencer Building Maintenance

ARTICLE XX

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 pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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 XXI

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 XXII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Proof of a Janitorial bond of not less than \$10,000.00.

- F. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to Risk Management or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- H. Contractor agrees that the insurance required above 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 the 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. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XVIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit B, 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.

ARTICLE XXVI

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 11.000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 Title 2, California Code of Regulations, Section 11102.

ARTICLE XXVII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVIII

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 XXIX

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 XXX

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 XXXIII

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXXI

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 XXXII

Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Contractor shall immediately notify the County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.
- C. At the direction of the County, Contractor shall discontinue the provision to the County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by the County.
- D. If the use of previously undisclosed GenAI is approved by the County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Contract, at no additional cost to the County.

- E. The County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. The County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Nikki Moeszinger, Chief Fiscal Officer, Probation Department, or successor.

ARTICLE XXXIV

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 to the obligations set forth herein.

ARTICLE XXXV

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

ARTICLE XXXVI

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 XXXVII

Electronic Signatures: Each party agrees that the signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVIII

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 XXXIX

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 --

Dated: _____


By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- MARDEN CENTRAL, LLC
doing business as
SPENCER BUILDING MAINTENANCE --

By:  _____
Aaron D. Spencer
President
"Contractor"

Dated: 4/13/26

EXHIBIT A

EMPLOYEE CONFIDENTIALITY AGREEMENT

It is impossible to overstate the importance of the County of El Dorado's ("County") relationship with the public including but not limited to County clients ("Client") and the County-Client confidential communication privilege, i.e., statutory acknowledgment of County's right and responsibility to maintain and ensure any communication between County and Client shall remain confidential (42 CFR §431.300 and Welfare & Institutions Code §14100.2). During the course of employment with Vendor ("Vendor"), Vendor's employee ("Employee") may have access to and acquire confidential Client information (Acquired Confidential Information). Acquired Confidential Information can take many shapes including but not limited to the hearing, receiving and/or obtaining names of Clients through various means. Acquired Confidential Information shall never be discussed or disclosed to any party for any reason, use or purpose. Should Employee have doubts about what might be considered Acquired Confidential Information, they must request clarification from County or Vendor.

As a condition of employment with Vendor working at County facility(s), Employee understands and agrees to the following:

1. Employee shall not divulge any Acquired Confidential Client information obtained during the term of their employment with Vendor or after their employment with Vendor has ended unless specifically required to do so by a court of law. More particularly:
 - a. Information or situations observed during the course of performing job duties shall never be disclosed or discussed.
 - b. Documents including but not limited to completed forms, reports, correspondence, work papers, files and faxes shall not be moved, opened or accessed in any way, shape or manner.
 - c. Computers shall not be accessed in any way, shape or manner.
 - d. Client information, including but not limited to Client name, address or the fact that Client has a relationship with County shall never be revealed or discussed with anyone unless required by a court of law.
 - e. Any information acquired regarding the operations, activities and business affairs of the County shall be kept confidential and shall not be revealed or discussed with anyone unless required by a court of law.
2. Employees found to be in violation of this Employee Confidentiality Agreement ("Agreement") shall be a breach of Contractor's Agreement for janitorial services with the County and subject to the termination provision therein. Employees found in violation of this Agreement may also be subject to civil and/or criminal penalties for violations of applicable federal, state or local laws as they apply to the disclosure of Acquired Confidential Information.
3. Any addition or modification to this Agreement must be made in writing and signed by the parties.

I have read, understand and agree to abide to the provisions contained herein.

Employee's Signature

Date

Employee Name (Printed or typed)

Vendor's Signature

Date

Vendor Name (Printed or typed)

JSC
Marsden Central, LLC, dba Spencer Building Maintenance

Marsden Central, LLC, doing business as Spencer Building Maintenance

Exhibit B

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 five hundred dollars (\$500) 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 \$500 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 X _____ 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 \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X _____ NO

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

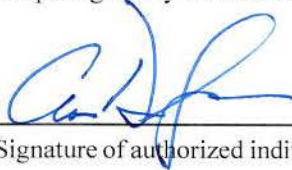
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

4/13/26

Date

Spencer Building Maintenance

Type or write name of company



Signature of authorized individual

Aaron D. Spencer

Type or write name of authorized individual