

**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 Pro-Line Cleaning Services Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6100 Enterprise Drive, Suite G, Diamond Springs, CA 95619; Mailing: P.O. Box 850, Diamond Springs, CA 95619-0850 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide selected janitorial services for the County of El Dorado Probation Department facility located at 3974 Durock Road, STE 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; and

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

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

**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;

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

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## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide selected janitorial services for the Probation Department, 3974 Durock Road, STE 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.

Service at facility shall be provided in accordance with the following:

### **A. County Responsibility**

1. County shall be responsible for providing directions to Contractor. These directions shall include but are not be 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 the contracted items. Changes or additions made by anyone other than County authorized personnel shall not be accepted or paid for by County; and
  - b. Provide training assistance to Contractor's staff in security protocols and procedures; and
  - c. Establish time and frequency of direct meetings with Contractor's Project 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 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 contract 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 and
  - 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 have all employees assigned to work at County facilities to participate in and provide current results of the below screening processes to Contractor. County will not pay for any screening processes. All screening processes must be employee or Contractor paid. Contractor shall review the screening process results to ensure employee meets County criteria. Contractor shall retain a copy of the screening process results in their employee files and shall provide a written declaration to County prior to the first day of employee's working at County facility certifying that the employee has successfully passed the following screening processes:
  - a. Verify residency for the past seven (7) years; and
  - b. Conduct background checks based on residency location every three (3) years; and
  - c. Have employee obtain and provide results of a live scan fingerprint background check. Live Scan fingerprinting services are available to the public and locations and hours of operation can be found at the following website address: <http://ag.ca.gov/tingerprints/publications/contact.php>; and
  - d. 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 any County facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination; and
  - e. Conduct, at minimum, a five (5)-panel drug screen test for THC, Cocaine, Phencyclidine [PCP], Opiates [Codeine, Morphine, 6-AM aka "Heroin,"] and Amphetamines [Methamphetamine, MDMA aka "Ecstasy," and synthetic stimulants aka "Bath Salts"] for each person who will be assigned to work at any County facility. Contractor shall not assign any person with positive test drug screen results to work at any County facility.

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 '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: 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.

**F. 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.

## **G. 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). 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 posted 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. 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.
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; 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.

## H. 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:
  - 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
  - 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:
  - 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, doorjambes, 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:
    - Collect all designated waste paper and trash in either plastic leak-proof trash bags or in leak proof containers and dispose of immediately in dumpster; and
    - Replace interior and exterior trash receptacles with leak-proof trash bags or liners on as "as needed" or "as requested" basis; and
    - Wipe down the interior and exterior of all garbage receptacles, including the floor area beneath the trash receptacle; and
    - Ensure all trash receptacles and sanitary napkins/tampon disposal receptacles have fresh trash bags or liners.
  - f. Empty and clean cigarette urns outside building's exterior doors:
    - Remove cigarettes, cigarette butts and trash from cigarette urns ashtray and place in a metal container separate from other waste material; and
    - Sift and/or stir sand to ensure all cigarette butts and trash has been removed; and
    - Empty trash from trash receptacle located under cigarette urn ashtray if applicable.
  - g. 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
  - h. Sweep sidewalk outside all entrance and entry areas; and
  - i. Break down any cardboard boxes generated by supplies, materials or equipment used by Contractor and placed in the designated recycling dumpster area; and
  - j. 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
  - k. 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 fountain. 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
  - c. 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.

#### **I. 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, chair rungs, ledges, windowsills and window coverings, tops of doorframes, air vents and 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 desk. 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.

#### **J. Monthly**

1. Steams clean carpets where required or requested using hot water extraction equipment and supplies and completely re-vacuum steam-cleaned areas.

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 waxes.

**K. 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.

**L. 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. Hard scrub and re-wax all hard surface floors, shall remove carpet stains, shall completely vacuum and steam clean carpets using hot water extraction equipment and supplies, and shall completely re-vacuum all carpets after steam cleaning carpets. 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.

**M. Annually**

1. Hard scrub, strip, and wax (using UL approved slip-resistant wax) all hard floor surfaces. More particularly:
  - a. Completely remove all dirt, wax 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 and steam clean carpets using hot water extraction equipment and supplies. Said steam cleaning shall include all inaccessible areas, such as but not limited to corners, with manual scrubbing devices.
  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.

#### **N. 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.

#### **0. 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 is \$42.00 with a minimum two hours per call.

**P. 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.

**Q. 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.
3. 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.
4. 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.
5. 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.

## **R. 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. Performance evaluations 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. If it is determined that the task has not been properly performed as intended, Contractor must immediately make the necessary changes.
5. Failure to correct specification deficiencies may result in the cancellation of Agreement by County.

## **S. 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.

## **T. Nature of Relationship**

1. Contractor herein is an independent contractor. County shall not provide the following items for Contractor:
  - a. Liability Insurance,
  - b. Workers Compensation, or
  - c. Unemployment Compensation.
2. Contractor shall not act as an agent for County nor shall Contractor be deemed an employee of County for any purpose whatsoever.
3. Contractor shall not enter into any agreement nor incur any obligations on the County's behalf or commit County in any manner without County's prior knowledge and written consent.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of August 1, 2016 through July 31, 2019, 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 to the following table, "Year 1-3 Annual Itemization".

Year 1-3 Annual Itemization				
	Area 1 10,346 sf	Area 2 4,124 sf	Per Month Total 14,470 sf	Annual Total
Year One 08/01/16-07/31/17	\$1,344.98 per month	\$536.12 per month	\$1,881.10 per month (\$0.130 per sf)	\$22,573.20
Year Two 08/01/17-07/31/18	\$1,396.71 per month	\$556.74 per month	\$1,953.45 per month (\$0.135 per sf)	\$23,441.40
Year Three 08/01/18-07/31/19	\$1,448.44 per month	\$577.36 per month	\$2,025.80 per month (\$0.140 per sf)	\$24,309.60

Total amount of this Agreement shall not exceed \$70,324.20.

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 to such other location as County directs.

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

**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**

**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 VI**

**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 VII**

### **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 Facility 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 VIII

**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 in to 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 IX

**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 X**

**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, 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.

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 XI**

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

## **ARTICLE XII**

**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 XIII**

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

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

#### **ARTICLE XIV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XV**

**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 XVI**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

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

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

**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 addressed as follows:

COUNTY OF EL DORADO  
Probation Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682  
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

PRO-LINE CLEANING SERVICE INC.  
PO BOX 850  
DIAMOND SPRINGS, CA 95619-0850  
ATTN: PAUL FUNK

or to such other location as the Contractor directs.

**ARTICLE XVIII**

**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 XIX**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence 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.

## **ARTICLE XX**

**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 consultant, 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 XXI**

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

#### **ARTICLE XXII**

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

#### **ARTICLE XXIII**

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



## **ARTICLE XXIV**

### **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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXV**

**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 XXVI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXVII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XXVIII**

**County Business License:** 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 Code Section 5.08.070.

## **ARTICLE XXIX**

**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 XXX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Doreen Aultz, Chief Fiscal Officer, Probation Department, or successor.

## **ARTICLE XXXI**

**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 XXXII**

**Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

## **ARTICLE XXXIII**

**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 XXXIV**

**Venue:** 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 XXXV**

**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 XXXVI**

**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.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Doreen Aultz  
Chief Fiscal Officer  
Probation Department

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Brian Richart  
Chief Probation Officer  
Probation Department

Dated: \_\_\_\_\_

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:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

By: \_\_\_\_\_

Paul Funk, individually and dba  
Pro-Line Cleaning Service, Inc.  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Corporate Secretary

Dated: \_\_\_\_\_

**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 (Pro-Line Cleaning Services) ("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 subject to disciplinary action up to and including termination. 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)