

AGREEMENT FOR SERVICES #9434
Janitorial Services – 768 Pleasant Valley Road

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Pro-Line Cleaning Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4400 Business Drive, Suite 200, Shingle Springs, California 95682, and whose mailing address is Post Office Box 850, Diamond Springs, California 95619, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide routine and recurring janitorial services for Health and Human Services Agency (HHSA), Behavioral Health Division (BHD), located at **768 Pleasant Valley Road, Placerville, CA 95667**;

WHEREAS, Contractor responded to Request for Proposals (RFP) #24-0043 for janitorial services on June 7, 2024, wherein Contractor represented to County that it is qualified to perform the special services described in ARTICLE I, Scope of Services;

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 federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that these services are more economically and feasibly performed by outside independent contractors in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(a), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

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

Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary

for the completion of the work identified herein below.

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 acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Contractor agrees to provide routine and recurring janitorial services for the HHSA, BHD, located at **768 Pleasant Valley Road, Placerville, CA 95667** in accordance with the requirements listed below.

A. County Responsibilities:

County will:

1. Identify County's designated contact(s) for each building(s) serviced or other locations to be serviced under this Agreement. County's designated contact(s) will 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;
2. Provide training assistance to Contractor's staff in County's security protocols and procedures;
3. Establish time and frequency of direct meetings with Contractor;
4. Monitor and inspect the work of Contractor to ensure Contractor's work is completed to County's satisfaction and will schedule inspections with Contractor. Quality service and strict adherence to Agreement shall be expected from Contractor.

B. Contractor Responsibilities Regarding Employee Recruitment:

1. 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. Proof of employment eligibility verification (Form I-9).
 - b. Train employees in County's security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures.
 - c. Cooperate with County officials in investigation of suspected criminal activity committed by Contractor's employee(s) or witnessed by Contractor's employee(s).
 - 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.
- 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.
 - 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.
 - g. Evaluate staff performance.
 - h. Report vandalism and/or damage of County's property to the County's designated contact(s) immediately upon discovery.
 - i. Inform Contractor's employees that County equipment shall not be used by Contractor or Contractor's employees without prior written approval of County.
2. 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. Upon County request, be subject to background check, including criminal history, based on residency location every three (3) years.
 - b. 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.
 - c. Upon County request, conduct, at minimum, a five (5) panel drug screen test for Tetrahydrocannabinol (THC), Cocaine, Phencyclidine (PCP), Opiates (Codeine, Morphine, 6-AM also known as "Heroin,") and Amphetamines (Methamphetamine, Methylenedioxymethamphetamine [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.
3. Contractor must demonstrate the ability to provide trustworthy, reliable work and shall make a good faith effort to retain the same schedule for as long as possible. If a change is to occur, the designated County contact(s) shall be notified prior to the change. In addition, Contractor's employees shall:
- a. Communicate with County employees and patrons in a professional, courteous, and businesslike manner.
 - b. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

c. Maintain poise, self-control, tact, diplomacy, and mature judgment under stress.

4. County shall be the sole judge of efficiency and acceptability of Contractor's employee's performance while on site. County reserves the right to require Contractor to remove Contractor's employees from further duty at County without cause and without the right to recover damages by Contractor from County. If County requires the removal of Contractor's employees 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, and Contractor may not challenge such reasons.

C. Contractor Responsibility Regarding Identification and Conduct of Contractor's Employees:

1. Contractor shall ensure that only Contractor's assigned employee is 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 Contractor's employees or agents.
3. Contractor's employees shall be required to wear clean and neat appearing uniforms supplied by Contractor at all times while on the job. Contractor's uniforms shall have the Contractor's name displayed clearly on the uniform along with full-length work pants.
4. Contractor's employees must wear a badge in plain view indicating the employee's name and company name.
5. Contractor's employees must not consume food or beverages while performing janitorial services under this Agreement.
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 shall not have in their possession firearms nor weapons of any kind while on County property.
8. Contractor's employees shall refrain from making or receiving personal calls during working hours. Non-emergency calls should be made during breaks or lunch. Additionally, Contractor's employees must not receive nor initiate personal telephone calls using County telephones or other office equipment.
9. Contractor's employees shall be courteous and show respect to the public, County employees, and other Contractor employees at all times. Contractor's employees shall use a friendly voice tone and offer assistance when necessary.
10. Contractor's employees must not fraternize with County staff or visitors to the building nor unnecessarily disrupt County employees from their work while performing their contractual duties.
11. Contractor shall ensure that their employees do not store personal property of any kind in or on County property/facilities.
12. Contractor must not play radios or other sound equipment while performing their contractual duties without prior written approval of County's designated contact(s).

D. Contractor Responsibility Regarding 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 as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information.

2. Contractor shall be bound to confidentiality for any information Contractor may become aware of during the course of performance of contracted tasks. Breaches of confidentiality by Contractor 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 Exhibit A marked "Employee Confidentiality Agreement," incorporated herein and made by reference a part hereof, as an example, upon start of assignment for services herein. Contractor shall keep a copy of the Employee Confidentiality Agreement. Contractor shall provide a copy of any signed "Employee Confidentiality Agreement" to County upon request by County. Contractor acknowledges that a breach by Contractor's employee of their Employee Confidentiality Agreement is a default of this Agreement.

E. Contractor Responsibility Regarding Security

1. Contractor agrees to comply with the security requirements included in this section and shall ensure the compliance of Contractor's employees and personnel (collectively referred to as "Contractor").
2. County shall provide Contractor with entry cards and/or keys (keys) necessary to perform the janitorial services required under this Agreement.
3. Contractor shall be responsible for all keys issued for access to County premises and shall return said keys immediately upon termination of this Agreement. All costs accrued by County in reinstating facility security occasioned by loss of keys due to Contractor negligence shall be billed to Contractor. Contractor shall ensure that each of the Contractor's employees assigned to perform the work under this Agreement each sign and date Exhibit B, marked "Acceptance of Liability for Borrowed Keys/Entry Cards," incorporated herein and made by reference a part hereof, prior to beginning work. Contractor shall retain the original signed and dated Exhibit B with their employee file and shall provide a copy of the fully executed Exhibit B to County's Contract Administrator prior to the first day of working at County facility.
4. Contractor shall not duplicate keys for any reason or cause. Contractor shall immediately request any additional keys from County's Contract Administrator or authorized personnel along with written justification for the request.
5. 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.
 - 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.
 - c. Contractor's employees shall not have relatives or other personal visitors at the work site.
 - d. Upon completion of work each day, Contractor's staff shall be responsible for turning off all lights, locking all doors in all offices, securing all entrances and exits to building prior to their departure, including but not limited to gates, and entries to management offices, and shall ensure that County employee "open" signs are turned to "closed." Contractor shall ensure building's security alarm, if any, is properly alarmed. Failure to maintain a secure environment, properly secure the building, or set the security alarm shall result in a complaint to Contractor and possible cancellation of the Agreement.
 - e. Contractor shall be responsible for all costs associated with failure to set any required alarms or secure any facility properly upon their departure (i.e., false alarm fees, stolen items or equipment, or damage repairs). In addition, should the Agreement be canceled

for failure of Contractor 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.

- f. Contractor shall immediately report any observed emergencies by calling 911. For issues that require immediate action the Contractor shall call County's Contract Administrator to report any of the following situations: incidents of injury, damage, or potential hazards to the public, end users, or employees, running water (roof leaks, faucet leaks, ceiling leaks), power outages, sewer and drain backups or clogging and foul smells and odors, and ceiling tile stains and deformation. For other issues the Contractor shall submit email reports to County's Contract Administrator or authorized personnel, for the following situations: public nuisances, work performance delays, repairs needed, dripping water, non-emergency electrical issues such as outlets without power or entire buildings without power, lost and found articles, any walls, rooms, carpeting, equipment, and/or furniture not previously identified as damaged by vandalism, graffiti, stains, water leaks, etc.

F. For HHSA, Behavioral Health Division, 768 Pleasant Valley Road, Victory Mine Building, Contractor shall provide the following services:

Contractor shall leave each facility visually clean having wiped, spot removed, dusted, mopped, vacuumed, emptied or otherwise cleaned each area listed in this Agreement to the standards defined within this Agreement, industry standard, and to the County's expectation. The intent of this scope of work is to find these areas visually clean, all hard surfaces sanitized, all fabrics unstained, vacuumed, and ready for use upon entry every day. All areas should smell clean but should not have a bold cleanser smell upon entry.

1. Contractor Services:

Frequency	Location / Type	Service to be Provided
Daily	Restrooms	Clean and disinfect commodes, toilet seats, and urinals.
		Clean mirrors and fixtures.
		Wet mop restroom floors. Pour one to two cups of water in p-trap drains.
		Restock supplies as provided by County in accordance with Paragraph H. Supplies and Equipment below.
	Floors – not carpeted	Sweep and dust mop.
		Damp mop all hard surface floor areas.
	Floors – carpeted	Vacuum all carpeted areas and spot clean as necessary.
	Furniture	Dust low surfaces, taking care not to disturb papers left on desks.
	Countertop and ledges	Clean and disinfect all ledges and countertops that may be reached without use of ladder.

	Woodwork and partition glass, doors, windows, light switch cover plates, doorknobs/handles	Wipe and remove all dirt, hand marks and smudges.
	Waste baskets and cardboard boxes	Empty and clean all waste baskets unless otherwise marked. Take cardboard boxes marked for recycling to dumpster.
	Exterior halls, entranceways, patio, and sidewalks	Sweep and remove all trash.
	Parking areas, planter strips, shrubbery, garden area and dumpster enclosure	Remove all trash and discarded materials
Frequency	Location / Type	Service to be Provided
Weekly	Pictures, furniture, file cabinets, partition tops, windowsills, door trim, baseboards, and other "high and low" surfaces reached without use of a ladder.	Dust and clean, including picture glass. Spot clean upholstered furniture.
	Metal thresholds and trim around doors/light switches	Clean.
	Lunchrooms	Clean and wipe down outside and inside of microwaves and fridges (does not include disposing of items in fridge).
	Restrooms	Floor drains to receive an enzyme treatment. Change air fresheners.
	Ceilings, corners, and ledges	Remove cobwebs
	Floors	Buff uncarpeted floors between wax applications. Spot clean carpeted areas.
Quarterly (every 3 months)	Wall surfaces, ceiling lighting fixtures, and any other high areas requiring use of ladder.	Dust.
Every 6 months	Exterior windows	Wash inside.
	Exterior windows	Wash outside as weather permits.
	Wall surfaces	Where wall-covering permits, wash to remove dirt and grime.
	Floors	Carpeted areas: remove all carpet stains and steam clean using hot water extraction equipment and supplies. Non-carpeted areas: hard scrub, strip and wax all hard floor surfaces.

2. Upon Request:

- a. 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.
- b. Clean the interior and exterior of light diffuser lenses. Clean the interior of all light fixtures (reflectors). Clean lamps. Only use a non-abrasive cleaner. Leave no streaks on lenses or reflectors. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
- c. Vacuum and/or wash dirt from 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.

G. Supervision

Contractor is responsible for training, supervising, equipping, checking work quality, ensuring adherence to the work schedule, and all other management issues involved with its employees. Quality control is the sole responsibility of the Contractor. Contractor agrees that its staff shall have adequate supervision to ensure that facilities are maintained consistently in accordance with the terms of this Agreement. Contractor shall furnish to County's Contract Administrator, the name of Contractor's Supervisor who may be contacted by County when problems occur.

All services shall be provided under the direction of the County Contract Administrator or other County designated contact(s), however, as needed, Contractor agrees to meet on-site with key County personnel to discuss cleaning needs.

H. Supplies and Equipment

1. Contractor agrees to furnish all supplies and materials necessary for the proper performance of each janitorial service. Supplies and materials including but not limited to cleaning soaps, waxes (UL approved slip-resistant), brooms, brushes, dust cloths, wet and dry mops, ladders, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, wax stripper, metal and furniture polish and any other equipment and safety devices necessary to perform the services required herein.
2. County agrees to furnish paper towels, toilet tissue, hand soap, seat covers, sanitary napkins, electric light bulbs, trash can liners, and fluorescent tubes.
3. All products to be used by Contractor on any site covered by this Agreement will first be approved through County's Contract Administrator. The written list of products will be submitted to County's Contract Administrator prior to performing services under this agreement. The County reserves the right to approve or disapprove of any product. County's Contract Administrator must approve, in writing, of any requested substitutions of all products to be used by Contractor throughout the term of this Agreement.
4. Contractor agrees to 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.

5. Upon initial approval of the products and upon any substitution of products thereafter, Contractor shall provide the County with product data sheets, Safety Data Sheet(s) (SDS) information, or other manufacturer's documents including instructions, guarantees and warranties, as applicable, for each product used or applied throughout the term of this Agreement. Contractor shall provide and maintain on site, for the duration of this Agreement, SDS information for all products used for the work performed under this Agreement. Contractor is solely responsible for providing SDS information to its employees assigned to perform services under this Agreement.
6. Contractor shall supply and maintain all tools and equipment in good and proper working condition, such as clean mops, brooms, bucket and wringers, carts, dust pans, dusters, vacuum cleaners, janitorial vehicles, cleaning supplies and chemicals, and secure an adequate inventory of all janitorial supplies and products.
7. All equipment provided by the Contractor will be of commercial grade. Contractor shall replace all mops as needed to ensure adequate, sanitary cleaning.
8. Contractor shall provide hazardous chemical training to Contractor's employees.
9. 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.
10. For County-provided Consumable Supplies, defined above in 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.

I. Hours of Services

Contractor shall provide janitorial services outlined herein 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.

J. 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. Contractor 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.

K. Emergency Clean Up/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 Code of Federal Regulations (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).

L. 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. Communication 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.

M. 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 October 1, 2025, through September 30, 2028, unless earlier terminated pursuant to the provisions herein below under the Article titled "Fiscal Considerations" or the Article titled "Default, Termination, and Cancellation."

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services fifteen (15) days following the end of a "service month." Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

A. Rates: For the purposes of this Agreement, the billing rates shall be as defined in the tables below.

	Term	Per Month	Annual
Year One	10/01/2025-09/30/2026	\$3,405.78	\$40,869.36
Year Two	10/01/2026-09/30/2027	\$3,473.90	\$41,686.80
Year Three	10/01/2027-09/30/2028	\$3,543.38	\$42,520.56

Special janitorial requests beyond the scope of this Agreement shall be billed separately per the price approved by the County's Contract Administrator.

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHSA) invoice template linked online at <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<u>HHSA.Generalinvoice@edcgov.us</u> Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year, unless Contractor requests an exception. Requests for exceptions to pay an invoice received after July 31st of the subsequent year must be submitted in writing, to include electronic communication, and approved by the Health and Human Services Agency's Chief Fiscal Officer in his/her sole discretion.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports 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 or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$127,000, inclusive of all costs, taxes, and expenses. Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of Contractor to invoice for same.

ARTICLE V

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 I

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 II

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 workday.

ARTICLE III

Contractor Registration: Contractor and subcontractors shall comply with the requirements of California Labor Code section 1420 et seq. which includes registration with the Division of Labor Standards Enforcement of the Department of Industrial Relations (DIR). Contractor and subcontractors must possess a current and valid registration issued by the DIR at the time of execution and at all times during the term of this Agreement and any amendment hereto.

ARTICLE IV

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 V

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE VI

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 VII

Compliance with all Applicable Laws: Contractor shall conform to and abide by all applicable federal, state, and local laws including, but not necessarily limited to, labor, environmental and safety laws, ordinances, resolutions, rules, and regulations. 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.

ARTICLE VIII

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 IX

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: Karen Funk
Karen Funk (Apr 14, 2025 13:02 PDT)

Dated: 04/14/2025

Signed: PP
PP (Apr 14, 2025 13:15 PDT)

Dated: 04/14/2025

ARTICLE X

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE XI

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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 11102.
- D. Contractor shall comply with Exhibit C, "Contractor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

ARTICLE XII

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 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

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

All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. This includes Personally Identifiable Information (or "PII"). PII means any information that identifies, relates to, describes, or is capable of being associated with,

a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XV

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.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

ARTICLE XVI

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 XVII

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 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 the Article titled "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, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar

days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

PRO-LINE CLEANING SERVICES, INC.
PO Box 850
Diamond Springs, CA 95619
ATTN: Karen Funk
karen@prolineclean.com

or to such other location or email as the Contractor directs.

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 (CG) Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 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 Insurance is required with a limit of liability of not less than \$1,000,000.00.
- E. Proof of Janitorial Bond of not less than \$10,000.00.
- F. Contractor shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- I. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the

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

- J. Contractor's insurance coverage shall be primary insurance 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with County's Risk Management Division, as essential for protection of the County.

ARTICLE XXIII

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, County Contract Administrator or other designated agent for the County.
- E. 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.

- F. Contractor shall not disclose any information learned during the performance of services under this Agreement to any third party.
- G. The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

ARTICLE XXIV

Responsibility for Compliance with Security Alarm Procedures: Contractor shall comply with County's instructions regarding access to County facilities protected by any type of security alarm, monitor, system, device, service, or equipment. Contractor shall be responsible for all costs incurred by County as a result of Contractor's failure to comply with County's instructions, including but not limited to, any fees imposed by local law enforcement agencies, fees imposed by the vendor or company providing the security service, and the cost of any time required by County personnel. County may deduct any such costs incurred by County from any compensation due or owing Contractor under this Agreement.

ARTICLE XXV

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 XXVI

County 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 XXVII

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 XXVIII

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:

- A. 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; and
- B. 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 XXIX

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 XXX

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 a 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 Consultants 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 the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. 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 as detailed in the Article titled "Default, Termination and Cancellation."

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

ARTICLE XXXI

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 XXXII

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 XXXIII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

ARTICLE XXXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Amy Higdon, Senior Administrative Analyst, Administration and Finance Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

ARTICLE XXXV

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 XXXVI

Electronic Signatures: Each party agrees that the electronic 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 XXXVII

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 XXXVIII

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 XXXIX

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 XL

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XLI

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: 
Amy Higdon (Apr 11, 2025 11:39 PDT)
Amy Higdon
Senior Administrative Analyst
Health and Human Services Agency

Dated: 04/11/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Apr 14, 2025 08:17 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 04/14/2025

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

-- COUNTY OF EL DORADO --

Dated: 6/10/25

By: [Signature]
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6/10/25

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

By: [Signature]
Paul Funk (Apr 14, 2025 13:15 PDT)
Paul Funk
Chief Executive Officer
"Contractor"

Dated: 04/14/2025

By: [Signature]
Karen Funk (Apr 14, 2025 13:02 PDT)
Karen Funk
Corporate Secretary

Dated: 04/14/2025

Pro-Line Cleaning Services, Inc.
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 Section 431.300 and Welfare & Institutions Code Section 14100.2).

For the purposes of performing services for County through this Agreement, Pro-line Cleaning Services, Inc. as a County contractor (hereinafter defined as "Contractor") shall ensure that its employees abide by this Confidentiality Agreement.

Contractor's employees performing services through this Agreement shall adhere to the following:

During the course of employment with Contractor, Contractor's employees may have access to and acquire County 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 Contractor's employees have doubts about what might be considered Acquired Confidential Information, they must request clarification from County or Employer.

As a condition of employment with Contractor while working at County facility(s), Contractor's employee understands and agrees to the following:

1. Contractor's employee shall not divulge any Acquired Confidential Client information obtained during the term of their employment with Contractor or after their employment with Contractor 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. Contractor 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. Contractor 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.

Contractor Employee's Signature

Date

Contractor Employee Name (Printed or typed)

Pro-Line Cleaning Services, Inc.
"Contractor"

Date

Name (Printed or typed)

Pro-Line Cleaning Services, Inc.
Exhibit B
Acceptance of Liability for Borrowed Keys/Entry Cards

I acknowledge that I am a current Pro-Line Cleaning Services, Inc. employee and that the keys/entry cards being borrowed will be used for routine and recurring janitorial services purposes. The keys/entry cards are the property of the County of El Dorado and will be used only by me. They will not be sold, rented, lent, or given to any other person or group.

Pro-Line Cleaning Services, Inc. accepts full responsibility for the borrowed keys/entry cards and accepts liability for any actions that may be deemed inappropriate or damaging to the County of El Dorado. Pro-Line Cleaning Services, Inc. shall accept all responsibility and liability for any damages caused by loss of the borrowed keys/entry cards regardless of how or by whom such damage occurred. Upon such an occurrence Pro-Line Cleaning Services, Inc. agrees to pay all expenses associated with rekeying/reprogramming the facility.

I shall notify the County immediately if a key/entry card is lost, stolen, or damaged.

I agree to return the borrowed keys/entry cards to the County of El Dorado if requested, prior to the termination of this Agreement, or upon the last effective date of this Agreement and understand/acknowledge that failure to do so will result in Pro-Line Cleaning Services, Inc. being assessed all costs associated with replacing, rekeying, and reprogramming the borrowed keys/entry cards or the facility.

By signing this agreement, I acknowledge that I have read and understand this **Acceptance of Liability for Borrowed Keys/Entry Cards** and agree to the terms set forth herein.

Print First and Last Name: _____

Signature: _____

Date: _____

Pro-Line Cleaning Services, Inc.

Exhibit C

Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

04/14/2025

Date

PO Box 850 Diamond Springs, CA. 95619

Address of Contractor


Paul Funk (Apr 14, 2025 13:15 PDT)

Contractor Signature

Pro-Line Cleaning Services, Inc.
Exhibit D
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 ☒ NO **Na**
If yes, please identify the person(s) by name:
If no, please type N/A.

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 ☒ NO **Na**
If yes, please identify the person(s) by name:
If no, please type N/A.

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.

04/14/2025

Date

Pro-Line Cleaning Services, Inc.

Type or write name of company


Paul Funk (Apr 14, 2025 13:15 PDT)

Signature of authorized individual

Paul Funk

Type or write name of authorized individual