

NEW AGREEMENT CONTRACT ROUTING SHEET

Please expedite

8-23-18

Date Prepared: 08-16-2018

Need Date: 08-29-2018

For the September 18, 2018 BOS Agenda.

PROCESSING DEPARTMENT:

Department: Health & Human Services Agency

Dept. Contact: Consie Mote

Phone: X 7118

Department

Head Signature: Patricia Charles-Heathers

Patricia Charles-Heathers,
Ph.D., MPA, Director

CONTRACTOR: ²⁵

Name: Pro-Line Cleaning Services

Address: P.O. Box 850

Diamond Springs, CA 95619

Phone: _____

Org Code: 5500

CONTRACTING DEPARTMENT: Health and Human Services Agency

Service Requested: Janitorial services at Animal Svcs (WS) 6435 Capitol Avenue, DS, CA 95619

Contract Term: 10/01/2018 – 09/30/2021 Contract Value: \$85,476

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

Approved: X Disapproved: _____ Date: 8/23/18 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2018 AUG 23 AM 11:04

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

Please contact hhsa-contracts@edcgov.us for contract pick-up or
Consie Mote, x 7118, with questions. Thank you!

ORIGINAL

AGREEMENT FOR SERVICES #3268 Janitorial Services for Animal Services Facility

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 6100 Enterprise Drive, Suite G. (mailing address: P.O. Box 850), Diamond Springs, CA 95619, and whose Agent for Service of Process is Paul Funk, 6100 Enterprise Drive, Suite G, Diamond Springs, CA 95619, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide selected janitorial services for the Health and Human Services Agency's Animal Services facility located at 6435 Capitol Avenue, Diamond Springs, CA 95619; 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:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide janitorial services for the Animal Services facility located at 6435 Capitol Avenue, Diamond Springs, CA 95619).

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 building. 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.
 - b. Provide training assistance to Contractor's staff in security protocols and procedures.
 - c. Establish time and frequency of direct meetings with Contractor's Project Manager.
 - d. Schedule inspections with Contractor's Project Manager. Quality service and strict adherence to Agreement shall be expected from Contractor.

B. 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.
 - b. Conduct background checks, including criminal history, based on residency location every three (3) years.
 - c. Persons with any history of drugs, violence of any type including weapons violations, theft of all types, fraud, and/or forgery shall not be assigned to work at any County facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination.
 - d. 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.
 - b. Have the necessary public relations skills to deal with employees and patrons in a professional, courteous, businesslike manner.
 - c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
 - 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.
- C. 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 ¼ 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.
 9. Contractor's employees must not play radios or other sound equipment while performing their contractual duties without the prior approval of Contractor and County's designated contact(s).
- D. 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 annually sign an "Employee Confidentiality Agreement" using Exhibit A, incorporated herein and made by reference a part hereof, as an example. Contractor shall keep a copy of the Employee Confidentiality Agreement. Contractor to provide a copy of any signed "Employee Confidentiality Agreement" to County upon request by County.
- E. 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.
 - 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 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." 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.
 - 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.
- F. Contractor shall provide the following services: Services shall be provided Monday through Friday nights between the hours of 6:00 p.m. and 7:00 a.m., excluding County holidays, unless otherwise arranged with the Contract Administrator, and shall be provided in accordance with the following:

Frequency	Item	Service Description
Daily	Floors (uncarpeted)	Sweep, dust mop, and wet mop any spillage on uncarpeted floors including in corners and behind doors
	Furniture	Dust surfaces and take care not to disturb papers left on desks.
	Ledges	Dust all ledges that may be reached without use of ladder.
	Wastebaskets	Empty and clean unless otherwise marked.
	Woodwork and Partition Glass	Wipe and remove hand marks and smudges.
	Drinking Fountains	Clean and disinfect.
	Halls, Entranceways, and Sidewalks	Sweep.
	Glass Entrance Doors	Clean and remove hand marks and smudges.
	Restrooms	Clean and disinfect commodes, toilet seats, and urinals; clean mirrors and fixtures; wet mop restroom floors; refill soap and paper towel dispensers.
	Metal Thresholds Trim Around Doors and Windows, and Light Switches	Clean.
Weekly	Pictures, Furniture, and Baseboards	Dust and clean, including picture glass, perform all low dusting of furniture and baseboards.
	Floors (uncarpeted)	Buff floors between wax applications.
Bi-Weekly [every two (2) weeks]	Upper Windows in the Cat Room	Dust and clean.
	Chair Mats	Pick up and sweep and mop under.
Quarterly [every three (3) months]	Wall Surfaces, Ceiling Light Fixtures, Other High Areas Requiring Use of a Ladder	Dust.
Semi-annually	Floors (uncarpeted)	Wash, re-wax, and polish uncarpeted floors.
	Exterior Windows	Wash outside as weather permits.
Annually	Exterior Windows	Wash inside.

G. Supervision: Contractor agrees that contractor staff shall have adequate supervision to ensure that the facility is maintained consistently in accordance with the terms of this

contract. Contractor shall furnish the name of a contract supervisor who may be contacted by County when issues arise.

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

- H. Supplies: Contractor agrees to furnish supplies and materials including, but not limited to, cleaning soaps, waxes (UL approved slip-resistant type), brooms, mops, and any other equipment and safety devices necessary to perform the services required herein.

County agrees to furnish paper towels, toilet tissue, hand soap, seat covers, sanitary napkins, electric light bulbs, trash can liners, and fluorescent tubes.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2018 through September 30, 2021.

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 rate shall be:

	Term	Per Month	Annual
Year One	10/01/2018 - 09/30/2019	\$2,195.00	\$26,340.00
Year Two	10/01/2019 - 09/30/2020	\$2,370.00	\$28,440.00
Year Three	10/01/2020 - 09/30/2021	\$2,558.00	\$30,696.00

Invoices shall reference this Agreement number on their faces and on any enclosures or backup documentation. Invoices shall be mailed to County at the following address:

Health and Human Services Agency
Attn: Finance Unit
3057 Briw Road, Suite B
Placerville, California 95667

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 XI – Default, Termination, and Cancellation.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation of the County under this Agreement shall not exceed \$85,476 for all of the stated services during the term of the Agreement.

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 VI

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

ARTICLE VII

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 VIII

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 IX

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 X

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 XI

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 XII

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 XIII

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
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

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
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

PRO-LINE CLEANING SERVICES, INC.
P.O. BOX 850
DIAMOND SPRINGS, CA 95619
ATTN: PAUL FUNK, PRESIDENT

or to such other location as the Contractor directs.

ARTICLE XIV

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 XV

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 XVI

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. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. 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 XVII

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 XVIII

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 XIX

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 XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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 XXV

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 XXVI

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

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Chief Animal Control Officer, Public Health Division, or successor.

ARTICLE XXVIII

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 XXIX

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 XXX

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 XXXI

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

ARTICLE XXXII

Additional Terms and Conditions:

1. 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 §§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 Health and Human Services Agency.

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.

2. Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

3. Continuous Operation: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

4. 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 or affiliates or any sub-contractor utilized under the Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three (3)-year period preceding this application/proposal/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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or 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 a three (3)-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 subrecipient 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 titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR 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 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

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.

5. 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 (Government 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 §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

6. Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

7. Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. 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.
- D. Contractor shall comply with all additional security procedures applicable to the Subject Facility that are provided to Contractor by the 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.

The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

9. 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

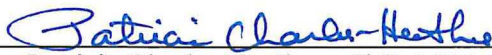
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Henry Brzezinski
Chief Animal Control Officer
Health and Human Services Agency

Dated: 8/24/18

Requesting Department Head Concurrence:

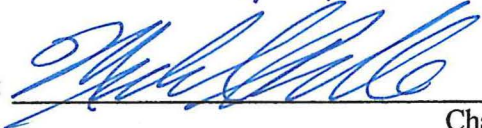
By: 
Patricia Charles-Heathers, PhD, MPA
Director
Health and Human Services Agency

Dated: 8/28/18

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

-- COUNTY OF EL DORADO --

Dated: 9/25/18

By: 

Chair
Board of Supervisors
"County"

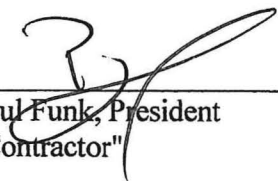
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9/25/18

-- CONTRACTOR --

PRO-LINE CLEANING SERVICES, INC.
(A CALIFORNIA CORPORATION)

By: 
Paul Funk, President
"Contractor"

Dated: 8-23-18

By: 
Karen Clifton
Corporate Secretary

Dated: 8-23-18

cm

EXHIBIT A

SAMPLE

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). During the course of employment with Pro-Line Cleaning Services, Inc., (Employer), 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 Employer.

As a condition of employment with Employer while 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 Contractor or after their employment with Employer 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)

Pro-Line Cleaning Services, Inc.

Date

Name (Printed or typed)