

Jani-King of California, Inc.

Janitorial Services for El Dorado Hills Senior Center

AGREEMENT FOR SERVICES #6378

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Jani-King of California, Inc., a Texas corporation duly qualified to conduct business in the State of California, whose principal place of business is 16885 Dallas Parkway, Addison, Texas 75001 and whose local address is 3947 Lennane Drive, Suite 150, Sacramento, California 95834 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide routine and recurring janitorial services for the El Dorado Hills Senior Center facility located at 990 Lassen Lane, El Dorado Hills, California 95762;

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 Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), 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 Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of 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

identified in the Scope of Work, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

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 shall receive direction from County's Contract Administrator

Contractor agrees to furnish personnel, equipment, and services necessary to provide routine and recurring janitorial services for the El Dorado Hills Senior Center located at 990 Lassen Lane, El Dorado Hills, California. Services shall be provided in accordance with the requirements listed below.

A. County Responsibility:

County shall:

1. Identify County's designated contact(s) for contracted building(s) or other locations to be serviced under this Agreement. 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 this Agreement. Changes or additions performed at the request of anyone other than County's Contract Administrator or authorized personnel shall not be accepted or paid for by County.
2. Provide training assistance to Contractor in security protocols and procedures.
3. Establish time and frequency of direct meetings with Contractor.
4. Schedule inspections with Contractor. Quality service and strict adherence to Agreement shall be expected from Contractor.

B. Contractor Responsibilities Regarding Employee Recruitment:

1. Employee Screening: Contractor shall be required to participate in and if requested by County, provide current results of the below screening processes. County will not pay for any screening processes. All screening processes must

be Contractor paid. Contractor shall ensure they meet County criteria. Contractor shall retain a copy of the screening process results in their employee file and shall provide written declaration to County prior to the first day of working at County facility certifying that Contractor's employees assigned to provide services under this Agreement successfully passed the following screening processes:

- a. Proof of employment eligibility verification (Form I-9).
 - b. Upon County request, be subject to background check, including criminal history, based on residency location every three (3) years.
 - c. Persons with any history of drugs, violence, of any type including weapons violations, theft of all types, fraud, and/or forgery shall not be assigned to work at the facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination.
 - d. Upon County request, conduct, at minimum, a five (5) panel drug screen test for THC, Cocaine, Phencyclidine (PCP), Opiates (Codeine, Morphine, 6-AM also known as "Heroin,") and Amphetamines (Methamphetamine, MDMA also known as "Ecstasy," and synthetic stimulants also known as "Bath Salts." No persons with positive test drug screen results shall work at the facility. Contractor shall provide a copy of drug screen test to County.
2. Contractor must demonstrate the ability to provide trustworthy, reliable 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.
3. County shall be the sole judge of efficiency and acceptability of Contractor's employee's performance while on site. County reserves the right to remove Contractor's employees from further duty 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 will 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 Contractor's name and company name in letters not less than one quarter inch (1/4") in height.
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 will 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 will 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 will 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.

E. Contractor Responsibility Regarding Security:

1. County shall provide Contractor with entry cards and/or 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 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 person assigned to perform the work under this Agreement who is issued a key or entry card will sign and date Exhibit A, marked "Acceptance of Responsibility for Borrowed Keys/Entry Cards," incorporated herein and made by reference a part hereof, prior to beginning work. Contractor's franchisee shall retain the original signed and dated Exhibit A with their employee file and shall provide a copy of the fully executed Exhibit A to County's Contract Administrator prior to the first day of working at County facility.
3. 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.
4. 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 the facility except Contractor while performing actual janitorial services.

- c. Contractor shall not have relatives or other personal visitors at the work site.
- d. Upon completion of work each day, Contractor shall be responsible for securing all entrances and exits to building prior to departure. 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, if the Agreement is terminated for failure of Contractor to properly secure the building or set the security alarm and Contractor fails to return the keys or entry cards, 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 the El Dorado Hills Senior Center facility located at 990 Lassen Lane, El Dorado Hills, California 95762, 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 carpets 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. Daily Services

a. Floors and Interior Stairways/Not Carpeted

- i. Sweep and dust mop.
- ii. Damp mop all tile hallway and kitchen floor areas. Damp mop any spillage on tile floors in the dining room. Move and damp mop under all easily movable objects including under the kitchen counter and kitchen island.

b. Floors and Interior Stairways/Carpeted

- i. Vacuum, spot clean when necessary. Daily spot cleaning of carpeted flooring shall be limited to manual spray and blot of small spills.

c. Furniture

- i. Dust furniture and exposed surfaces taking care not to disturb papers left on desks.

d. Dust all ledges that may be reached without use of a ladder.

e. Wastebaskets

- i. Empty and clean all wastebaskets, except where otherwise directed.

f. Woodwork, Walls, and Partition Glass

- i. Remove all fingermarks and dirt smudges from walls, doors, doorjamb, window partitions, woodwork, light switch cover plates, light switches, doorknobs and handles, entrance door push rails (front and back), and all associated surrounding areas.

g. Halls, Entranceways and Sidewalks

- i. Sweep all surfaces.
- ii. Clean-up of all flatwork surrounding the building and homeless clean-up is excluded.

h. Restroom

- i. Clean and disinfect commodes, toilet seats, and urinals.
- ii. Clean mirrors and fixtures.
- iii. Wet mop restroom floors.

- i. Drinking fountains
 - i. Clean all drinking fountains.
 - j. Glass Entrance Doors
 - i. Clean all glass entrance doors.
2. Weekly Services (one [1] time per week unless required more often)
- a. Dust picture frames and clean glass, perform all low dusting of furniture and baseboards.
 - b. Clean metal thresholds, trim around doors and light switches.
 - c. Remove cobwebs from ceilings, ceiling corners, ledges, molding, crevices, and corners.
3. Quarterly Services (one [1] time every three [3] months)
- a. Dust vertical wall surfaces, ceiling lighting fixtures, and other high dusting requiring use of ladder.
 - b. Wash all exterior inside windows.
 - c. Wash outside windows as weather permits.
 - d. Wash, re-wax, and polish vinyl asbestos tile and/or linoleum floors (May include the tiled bathroom/side hall entry and kitchen tile in this also).
4. Semi-Annual Services (one [1] time every six [6] months)
- a. Steam clean all carpets using hot water extraction equipment and supplies. Completely re-vacuum all carpets after steam cleaning.
 - b. Where wall covering permits, wash, disinfect, and deodorize all interior walls, doors, and window frames to remove all dirt, grimes, and wax.

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 Contract Administrator, however, as needed, Contractor agrees to meet on-site with key County personnel to discuss cleaning needs.

H. Supplies

1. Contractor agrees to furnish all equipment, supplies, and materials including, but not limited to, cleaning soaps, waxes (UL approved slip resistant type), brooms, mops, and any other equipment and safety devices necessary to perform the services required herein. Contractor shall be responsible for maintaining an adequate inventory of these equipment, supplies, and materials to meet the requirements of this Agreement. For the purposes of this Agreement Contractor is directed to the County Board of Supervisors Policy C-13 regarding the use of environmentally preferable products and is advised to incorporate the procedures specified in Policy C-13 during the performance of services under this Agreement.
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. 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.
5. 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.

6. All equipment provided by the Contractor will be of commercial grade. Contractor shall replace all mops as needed to ensure adequate, sanitary cleaning.

I. Hours of Service

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

J. As-needed Cleaning Services

As-needed services shall be quoted per job and shall include but not be limited to event clean-up and other deep cleaning services not specified in the routine services' scope of work.

For each as-needed work assignment the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County and Contractor. For each work assignment, Contractor will provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each work assignment identifying the specific site where the work will be performed; a description of the work; any required deliverables, including reports or other documents to be supplied in connection with the work assignment; a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order. The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement

All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement.

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire two (2) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's

acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

No payment will be made for any work performed beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

No payment will be made for any work performed prior to approval and full execution of the Work Order. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the Work Order unless County's Contract Administrator and Contractor amend the Work Order.

For the purposes hereof, the billing rates shall be:

Monthly Rate: \$2,525.73

Additional Charges:

As-needed and Deep Cleaning Services: \$50 per hour, four (4) hour minimum.

As-needed services shall be quoted per job and shall include but not be limited to event clean-up and other deep cleaning services not specified in the routine services' scope of work.

The above monthly rate for routine and recurring services and the hourly rate for as-needed services may be adjusted annually based on the percent change of the California Consumer Price Index Table - All Areas for "Urban Wage Earners and Clerical Workers" as reported and published on the State of California Department of Industrial Relations website (<https://www.dir.ca.gov/OPRL/capriceindex.htm>). The base value to be used for calculating rates of service price adjustments shall be the index published for the month of the formal Agreement award date, or the date of the previous price adjustment, whichever is later. Adjustments shall be calculated according to the percentage change, up or down, as reflected in the above-stated index. The new rates must be submitted at least ninety (90) days prior to the anniversary date of this Agreement upon written request from Contractor and subject to prior written approval from County's Department Head or designee. Any fee increases authorized by County shall not increase the total not-to-exceed amount of the Agreement. This price adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

As-needed services allowance: \$14,382.48.

The total amount of this Agreement shall not exceed \$75,000, inclusive of all Work Orders, costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under

this Agreement through Work Orders. Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of Contractor to invoice for same.

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

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

Attn.: Russell Fackrell
Facilities Manager

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

Protection of Facilities:

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

- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

ARTICLE VI

Safety: Contractor shall maintain safe conditions at the County's contracted building(s) or other locations to be serviced under this agreement during the performance of the services described herein for the public, County staff, and all persons performing the services required by this agreement. Other safety measures shall include, but not be limited to the following:

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

ARTICLE VII

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 VIII

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 IX

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 X

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 XI

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 XII

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: _____

James Cavanaugh

Dated: _____

5/16/22

ARTICLE XIII

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 XIV

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 XV

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,
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employees, and representatives, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division 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.

ARTICLE XVI

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. Notwithstanding the foregoing, County hereby consents that the services may be provided by a franchisee of Contractor and by employees of such franchisee without violating this section.

ARTICLE XVII

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 XVIII

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

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

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

ARTICLE XIX

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

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

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

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXXI, 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:** Either party may terminate this Agreement or any Work Order issued pursuant to 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 Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date

of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XX

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

To County:

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

Attn.: Russell Fackrell
Facilities Division Manager

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be in duplicate and addressed as follows:

Jani-King of California, Inc.
3947 Lennane Drive, Suite 150
Sacramento, CA 95834
Attn: Regional Director

With copy to:

Jani-King of California, Inc.
16885 Dallas Parkway
Addison, Texas 75001

Attn.: Legal Department

or to such other location as Contractor directs.

ARTICLE XXI

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

ARTICLE XXII

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.

ARTICLE XXIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Proof of a Crime/Dishonesty Policy of not less than \$10,000.00.
- F. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, 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 in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- M. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in

consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXIV

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

- A. When performing services under this Agreement, only Contractor's authorized employees and personnel are allowed on the premises of the County facilities that are the subject of this Agreement ("Subject Facilities").
- B. When performing services under this Agreement, Contractor shall not turn on or use any County electronic devices and shall not read any computer or digital screens, County documents or written materials located in the Subject Facilities.
- C. Contractor shall not remove any written materials from the Subject Facilities except those placed in the trash by County employees. Contractor shall treat all materials removed from the Subject Facilities for disposal as confidential, and shall take reasonable measures to ensure such materials are not accessible to or used by any person for any purpose other than proper disposal.
- D. Contractor shall comply with all additional security procedures applicable to the Subject Facility that are provided to Contractor by the County's designated contact, Contract Administrator or other designated agent for the County.
- E. Contractor shall 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. The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

ARTICLE XXV

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 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

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 XXVIII

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 XXIX

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

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

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

ARTICLE XXX

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 XXXI

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

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

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

ARTICLE XXXII

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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. 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 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set

forth in Subchapter 5 of Chapter 5 of Division 4 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 XXXIII

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

ARTICLE XXXIV

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 XXXV

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 XXXVI

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

ARTICLE XXXVII

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

ARTICLE XXXVIII

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 XXXIX

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

ARTICLE XL

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 XLI

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

ARTICLE XLII

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

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

--COUNTY OF EL DORADO--

By: Tiffany Schmid
Tiffany Schmid (May 20, 2022 14:00 PDT)

Dated: 05/20/2022

Purchasing Agent
Chief Administrative Office
"County"

--JANI-KING OF CALIFORNIA, INC.--

By: James A. Cavanaugh
James A. Cavanaugh
Chief Executive Officer
"Contractor"

Dated: 5/16/2022

By: James A. Cavanaugh
James A. Cavanaugh
Corporate Secretary

Dated: 5/16/2022