

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PEERLESS BUILDING
MAINTENANCE CO.**

This agreement is entered into between the County of Tehama, through its Cooperative Ag Extension, (“County”) and Peerless Building Maintenance Co. (“Contractor”) for the purpose of Office Janitorial Services.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide janitorial service for the County's Cooperative Ag Extension, as described in Attachment B “Specifications” to the County’s satisfaction.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall be paid monthly at the flat rate of \$489.75 per month for one day per month service and semi-annual service pursuant to Attachment B. The Maximum Compensation payable under Agreement shall not exceed \$19,500. If the Cooperative Ag Extension Director requests any additional service as described in Attachment B, County shall pay Contractor at the rates indicates in Attachment B. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section

5. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2029 unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. County shall pay contractor for all work satisfactorily completed as of the date of notice of termination.

The County's right to terminate this agreement may be exercised by Cooperative Ag Extension Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save harmless County and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by Contractor's employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by Contractor hereunder and resulting from the negligent act or omissions of Contractor, Contractor's agents, employees, or Subcontractors. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

Separately, Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Attachment A, "Insurance Requirements," attached hereto and incorporated by reference.

12. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

Notwithstanding the non-discrimination clause and green procurement policy above, all services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **ATTACHMENTS**

Contractor shall comply with all provisions of Attachments A, B, and C, incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attachments, the main body of the Agreement shall take precedence.

20. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first-class mail or email to the following addresses:

If to County: -----

If to Contractor: -----

Notice shall be deemed to be effective two days after transmission.

21. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County’s own forces, as County desires.

22. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been contracted including but not limited to the conduct outlined in Attachment C, “Quality Control and Supervision.”

23. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than

the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **GOVERNMENT CODE SECTION 31000 FINDING**

By approving this contract, the Board of Supervisors finds that all existing County maintenance and custodial employee resources located in proximity to the facilities served by this contract are fully committed to serving other County buildings, and that each of the facilities served by this contract is therefore remote from any available county employee resources. The Board further finds that the County's economic interests are best served by this contract rather than by paying additional travel and subsistence expenses to existing county maintenance and custodial employees.

26. **NOTIFICATION TO REPRESENTED EMPLOYEES ASSOCIATION**

By approving this contract, the Board of Supervisors finds that the County provided notice of the proposed contract to any recognized employee organization representing employees who could be affected at least 45 days before approval of this Agreement, in accordance with California Assembly Bill 339, to the extent applicable.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as

the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Board of Supervisors Chairman

Date: _____

Josh Davy, Cooperative Ag Extension Director

PEERLESS BUILDING MAINTENANCE CO.

Date: _____

Terry Tuttle, Owner, Manager

Vendor Number

Budget Account Number

Attachment A

INSURANCE REQUIREMENTS – TEHAMA COUNTY

1. General Requirements

1.1 Evidence of Coverage.

Prior to commencing any work under this Agreement, Contractor shall furnish Tehama County (“County”) with Certificates of Insurance and copies of all required endorsements providing evidence of the insurance required below. The County may require certified copies of any policy.

1.2 Covered Individuals.

Coverage shall apply to Contractor, its employees, volunteers, officers, officials, agents, and subcontractors of any tier, and any person for whom Contractor is legally responsible under California law.

1.3 Admitted Insurers; Minimum Ratings.

All insurance shall be issued by insurers admitted to do business in California with a current A.M. Best rating that identifies a financial strength A (Excellent) or better and a financial size of VII (having a policy holder surplus between \$50 and \$100 million) or better unless otherwise approved in writing by the County Risk Manager.

1.4 Deductibles and Self-Insured Retentions

For all policies, any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

1.5 Primary and Non-Contributory Coverage.

All policies shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance maintained by the County. The effective coverage and limits shall be either the minimum coverage and limits stated herein or the broader coverage and maximum limits of the coverage carried by or available to the named insureds, whichever is greater.

1.6 No Coverage Lapses.

Contractor shall maintain all required insurance throughout the term of this Agreement and any extensions, and for any claims-made policies, during the required extended reporting periods.

1.7 Cancellation Notice.

Contractor and its insurers shall provide the County with 30 days’ prior written notice of cancellation, nonrenewal, or material reduction in coverage (10 days for nonpayment), consistent with California Insurance Code §§ 677.2–678.

1.8 Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

1.9 Subcontractors.

Contractor shall ensure that all subcontractors maintain insurance coverage in compliance with these requirements, unless expressly waived in writing by the County.

1.10 No Sexual Misconduct Exclusions.

Contractor's CGL, Professional Liability, and Umbrella/Excess policies shall not exclude sexual abuse/molestation unless replaced by a standalone SMA policy that meets these requirements.

1.11 Additional Insured (when SMA is endorsed to CGL).

The County and its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

2. Required Insurance Coverage

2.1 Commercial General Liability (CGL)

Contractor shall maintain Commercial General Liability Insurance written on ISO form **CG 00 01** or its equivalent, providing coverage for liability arising out of all operations under this Agreement, including premises, operations, products and completed operations, personal and advertising injury.

Minimum limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Additional Insured Requirement:

The County, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds using ISO form **CG 20 37**, or broader equivalent.

2.2 Automobile Liability

Contractor shall maintain Automobile Liability Insurance covering all owned, hired, and non-owned autos.

Minimum limits:

- \$1,000,000 per accident

If Contractor uses no autos in performing the work, the County may accept a Non-Owned Auto endorsement or letter of attestation subject to the Risk Manager's approval.

2.3 Workers' Compensation and Employers' Liability

Contractor shall maintain Workers' Compensation Insurance as required by California law and Employers' Liability Insurance.

Minimum limits:

- Statutory Workers' Compensation
- \$1,000,000 Employers' Liability for bodily injury by accident and disease.

A Waiver of Subrogation in favor of the County is required.

If Contractor claims an exemption, it must submit a County-approved Workers' Compensation Exemption Form.

2.4 Professional Liability (If Applicable)

If Contractor provides professional, legal, medical, counseling, advisory, engineering, or other licensed/professional services, Contractor shall maintain Professional Liability (Errors & Omissions) coverage.

Minimum limits:

- \$1,000,000 per claim
- \$2,000,000 aggregate

If written on a claims-made basis:

- Retroactive date shall not be later than the start of services.
- Contractor shall maintain coverage or purchase a tail for at least three (3) years following termination.

2.5 Sexual Molestation & Abuse (SMA) Liability

(Tailored to Tehama County for social-services, youth services, and personnel-access exposure)

Contractor shall maintain insurance covering liability arising out of actual, alleged, or threatened sexual misconduct, sexual molestation, sexual abuse, or exploitation ("Sexual Molestation and Abuse Coverage"). Coverage may be standalone or endorsed to the CGL policy.

Minimum limits:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

If claims-made:

- Retroactive date must be no later than the commencement of services.
- A three (3)-year extended reporting period (tail) is required after termination.

2.6 Excess or Umbrella Liability (If Required)

The County may require Excess or Umbrella Liability Insurance to meet coverage limits based on scope of work, client population, or facility access.

Coverage shall follow form over CGL, Auto, SMA, and Employers' Liability.

Minimum limits (if required):

- \$1,000,000 to \$5,000,000, depending on risk exposure.

2.7 Cyber/Privacy Liability (If Applicable)

If the Contractor handles personal information, protected health information (PHI), or confidential County data, Cyber/Privacy Liability coverage may be required by the County Risk Manager in consultation with County Information Systems Manager.

Minimum limits (if required):

- \$1,000,000 per claim

Coverage shall include data breach, privacy liability, network security liability, and regulatory proceedings.

3. Special Conditions for County Facilities and Vulnerable Populations

If Contractor's work involves County facilities, minors, elderly or dependent adults, or in-home services, the County Risk Manager may require:

- Higher limits,
- Broader abuse/molestation coverage,
- Background check requirements (consistent with Penal Code §§ 11105 et seq. and W&I Code §§ 15630–15632), and
- Additional risk-management measures.