

**CHINO BASIN WATER CONSERVATION DISTRICT  
JANITORIAL SERVICES AGREEMENT NO. [REDACTED]  
WITH (INSERT CONTRACTOR NAME)**

This JANITORIAL SERVICES AGREEMENT (“Agreement”), is made and effective as of (INSERT EFFECTIVE DATE) (“Effective Date”), between the Chino Basin Water Conservation District, a municipal corporation (“District”) and (INSERT CONTRACTOR NAME), [insert legal entity type, e.g., Corporation, Partnership, Limited Liability Company, as verified on the [California Secretary of State website](#)] with its principal place of business at [use address indicated on CA Secretary of State website], (“Contractor”). The District and Contractor are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, District desires to engage Contractor to perform the services and work described herein (“Services”), and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, District and Contractor agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the Services described herein are completed, but in no event later than \_\_\_ day of \_\_\_\_, 20XX, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

(a) Contractor shall perform the Services described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Services other than those specifically described in the Scope of Services shall not be performed without prior written approval of the District. The Services shall be performed by Contractor, and not by any subcontractor unless prior written approval is first obtained from the District. In the event of conflict or inconsistency between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall prevail.

(b) District shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by

written amendment to this Agreement duly authorized by an authorized representative of each party to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the District and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Services, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

**3. MANAGEMENT**

District's General Manager shall represent the District in all matters pertaining to the administration of this Agreement, including the review and approval of all Services provided, but shall have no authority to modify the Scope of Services or the compensation due to Contractor.

**4. PAYMENT**

(a) The District agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **EXHIBIT B** ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **(INSERT SPELLED OUT COMPENSATION) (\$XX,XXX.XX)** for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any Services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional Services are authorized in advance and in writing by the District. Contractor shall be compensated for any additional Services in the amounts and in the manner as agreed to by District and Contractor at the time District's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be

made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

**5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The District may at any time, for any reason, with or without cause and without prior written notice, suspend or terminate this Agreement, or any portion hereof. Upon receipt of written notice of suspension or termination, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the District pursuant to Section 5 of this Agreement.

**6. INDEMNIFICATION**

Contractor shall indemnify, protect, defend and hold harmless the District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(a) Duty to defend.

In the event the District, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by District, Contractor shall have an immediate duty to defend the District at Contractor's cost or at District's option, to reimburse the District for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by District is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and District, as to whether

liability arises from the sole negligence of the District or its officers, employees, or agents, Contractor will be obligated to pay for District's defense until such time as a final judgment has been entered adjudicating the District as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**7. INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached hereto and incorporated herein by reference.

**8. INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the District a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. The Contractor is free to perform such services without the control or direction of District. The Services to be performed under this Agreement are outside the usual course of the District's operations. The Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work to be performed under this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the District, or bind the District in any manner.

(b) No employee benefits shall be available from District to Contractor or any of its employees, agents or representatives in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Contractor for performing Services hereunder for District. District shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Services hereunder. Contractor shall maintain appropriate Workers Compensation Insurance in accordance with the laws and regulations of the State of California.

**9. LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The District, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

**10. UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

**11. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

**District:** Chino Basin Water Conservation District  
4594 San Bernardino Street  
Montclair, CA 91763  
**Attn:** Elizabeth Willis, General Manager  
**Email:** [ewillis@cbwcd.org](mailto:ewillis@cbwcd.org)

**Copy to:** **Administration\***  
**Attn:** Alicia Fernandez, Assistant General Manager  
**Email:** [afernandez@cbwcd.org](mailto:afernandez@cbwcd.org)  
**Facilities & Operations Department**  
**Attn:** Dave Schroeder, Facilities & Operations Manager  
**Email:** [dschroeder@cbwcd.org](mailto:dschroeder@cbwcd.org)

***\*Certificate of Liability Insurance to be emailed to Administrative Department***

**Contractor**    **CONTRACTOR NAME**  
**ADDRESS**  
**CITY, STATE, ZIP CODE**  
**Attn: (MAIN CONTACT)**  
**Email:**  
**Phone:**

**12.    ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District.

Before retaining or contracting with any subcontractors for any services under this Agreement, Contractor shall provide District with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying District as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the District for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the District for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

**13.    GOVERNING LAW/ATTORNEYS' FEES**

The District and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Superior Court of San Bernardino County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**14.    ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**15. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**16. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**17. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**18. WAIVER**

The waiver by District or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or Contractor unless in writing.

**19. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in

addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

**20. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder

TEMPLATE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“DISTRICT”

**CHINO BASIN WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Elizabeth Willis  
General Manager

“CONTRACTOR”

**SANTA FE JANITORIAL MAINTENANCE SERVICES INC.**

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*Name (Print)*  
\_\_\_\_\_  
*Title (Print)*

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*Name (Print)*  
\_\_\_\_\_  
*Title (Print)*

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Insurance Requirements

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The scope of services shall include the following:

**Description of Services for ALL applicable Buildings: (INSERT APPLICABLE SERVICES PROVIDED BY THE CONTRACTOR)**

TEMPLATE

## COMPENSATION

The total compensation shall not exceed (ADD COMPENSATION AMOUNT) and will be based on the hourly rate set forth below:

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal period shall be provided no later than 60 days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for San Bernardino County, CA. All items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov)).

[Insert the Compensation AND hourly rate schedule]

TEMPLATE

## EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of District, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

**Proof of insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by District's Administrative Services Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor, or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Administrative Services Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher

limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Contractor agrees to ensure that its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to District for review.

**District's right to revise specifications.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the District. The District reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the District.

**Timely notice of claims.** Contractor shall give the District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

TEMPLATE