

**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**

Janitorial Services for City Facilities  
Executive Facilities Services, Inc.

THIS AGREEMENT is entered into on November 21, 2024, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Executive Facilities Services, Inc., hereinafter called "Contractor".

WHEREAS, City desires certain services described in Appendix One and Contractor is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Contractor for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1  
Scope of Services**

The services to be performed under this Agreement are for Janitorial Services for City Facilities as described in Appendix One.

**SECTION 2  
Duties of Contractor**

All work performed by Contractor, or under its direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Contractor's profession.

Contractor shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Contractor by City on the same basis as provided for in Section 4.

If, in the performance of the work, it is necessary to conduct field operations, security and safety of the job site will be the Contractor's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Contractor's control.

Contractor shall meet with the Public Works Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Contractor's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3  
Duties of the City**

City shall make available to Contractor all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Contractor in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Contractor relative to Contractor's services. City shall not control or direct the manner in which the services are to be performed. However, the work described herein shall be reviewed from time to time by City at the discretion of City or upon the request of Contractor. If the work is satisfactory, as determined by the City, the City will approve the work. If the work is not satisfactory, City will inform Contractor of the changes or revisions necessary to secure approval.

#### SECTION 4 **Fees and Payment**

Payment for the Contractor's services shall be made on the schedule in Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Contractor in carrying out the work. If Contractor is compensated on an hourly basis, Contractor shall track the number of hours Contractor, and each of Contractor's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Contractor shall immediately notify City if the number of hours worked during any fiscal year by any individual Contractor employee reaches 900 hours. In addition, each invoice submitted by Contractor to City shall specify the number of hours to date Contractor, and each of Contractor's employees, has worked under this Agreement during the current fiscal year.

#### SECTION 5 **Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Contractor's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

#### SECTION 6 **Term**

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence on December 22, 2024 and shall continue in full force and effect for a period of one (1) years, ending on December 31, 2025. Notwithstanding the foregoing, the City may, at its sole discretion, extend the term of this Agreement for up to five (5) additional one-year periods.

#### SECTION 7 **Termination**

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Contractor. Contractor may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Contractor for all services performed and accepted under this Agreement up to the date of termination.

#### SECTION 8 **Insurance**

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 work hereunder by the Contractor, his agents, representatives, or employees.

##### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability,

Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage shall include contractual liability.

***Minimum Limits of Insurance***

Contractor shall maintain limits no less than:

- |  |   |
|--|---|
| 1. General Liability:<br>(including operations,<br>products and completed<br>operations) | <b>\$1,000,000</b> per occurrence and <b>\$2,000,000</b> in<br>aggregate (including operations, for bodily injury,<br>personal and property damage. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and<br>property damage.   |
| 3. Employer's Liability Insurance  | <b>\$1,000,000 per accident for bodily injury and<br/>property damage.</b>  |
| 4. Errors and Omissions<br>Liability:<br>Limits  | <b>\$1,000,000</b> per claim and <b>\$2,000,000</b> in the<br>aggregate.  |

***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Contractor or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## SECTION 9 **Indemnification**

For General Services: To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Contractor's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Contractor, Contractor's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Contractor relating to design professional services shall not exceed the Contractor's proportionate percentage of fault per Civil Code §2782.8 and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, Contractor's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

## SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all Contractors doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, Contractor shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Contractor agrees to abide by all of the foregoing statutes and regulations.

SECTION 11  
**Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Contractor and the City.

SECTION 12  
**Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13  
**Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Contractor. Contractor acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Contractor's compensation shall be limited to that set forth in Appendix Two.

SECTION 14  
**Miscellaneous Provisions**

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Contractor to said work. No change in assignment may occur without prior written approval of the City.
2. *Contractor Service.* Contractor is employed to render professional services only and any payments made to Contractor are compensation solely for such professional services.
3. *Licensure.* Contractor warrants that he or she has an established trade, occupation, or business in the same nature of services Contractor is performing under this Agreement. Contractor warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Contractor pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications

for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Contractor's other work product shall not be used by the Contractor on other projects, except by agreement in writing and with appropriate compensation to the City.

6. *Contractor's Records.* Contractor shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Contractor's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Contractor's services.

7. *Independent Contractor.* In the performance of its work, it is expressly understood that Contractor, including Contractor's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Contractor shall not be considered an employee of the City for any purpose. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee of the City.

8. *Conflicts of Interest.* Contractor stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Contractor's work product prepared pursuant to this Agreement.

9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY  
CITY OF CAPITOLA  
420 Capitola Avenue  
Capitola, CA 95010  
831-475-7300

CONTRACTOR  
Executive Facilities Services, Inc.  
1227 Flynn Road, Ste 307  
Camarillo, CA 93012  
844-780-2626

By: \_\_\_\_\_  
Benjamin Goldstein, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX ONE**  
**Scope of Services**

**APPENDIX TWO  
 Fees and Payments**

For the services performed, City will pay Contractor on a not-to-exceed, lump sum basis upon satisfactory completion of the services and delivery of work products. Payments will be issued monthly as charges accrue.

Contractor hereby represents and warrants, based upon Contractor's independent determination of the time and labor, which will be required to perform said services, that Contractor will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Contractor's services. Contractor hereby assumes the risk that Contractor will perform said services within this maximum price constraint and Contractor acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

The amount and schedule of payments to the Consultant are as follows:

**Ongoing annual services.**

<b>Item No.</b>	<b>Building Name</b>	<b>Frequency</b>	<b>Frequency Count per Week</b>	<b>Price Per Month</b>	<b>Total Price Per Year</b>
1	City Hall Administration	Tu, F	2	\$301.69	\$3,620.28
2	City Hall Chamber and Community Room	W, F	2	\$301.69	\$3,620.28
3	Police Department	M, Th	2	\$301.69	\$3,620.28
4	Police Department Annex	M, Th	2	\$150.84	\$1,810.08
5	Historical Museum	Th	1	\$75.42	\$905.04
6	Public Works Yard	F	1	\$75.42	\$905.04
7	Esplanade Park Restrooms (Apr-Oct)	Sun-Sat	21	\$3,237.33	\$22,661.31
7	Esplanade Park Restrooms (Nov-Mar)	Sun-Sat	14	\$2,046.83	\$10,234.15
8	Capitola Wharf Restrooms (Apr-Oct)	Sun-Sat	14	\$1,079.11	\$7,553.77
8	Capitola Wharf Restrooms (Nov-Mar)	Sun-Sat	7	\$511.71	\$2,558.55
9	City Hall Public Restroom (Apr-Oct)	Sun-Sat	14	\$1,079.11	\$7,553.77
9	City Hall Public Restroom (Nov-Mar)	Sun-Sat	7	\$511.71	\$2,558.55
10	Jade Stret Park Restrooms	Sun-Sat	7	\$527.95	\$6,335.40
11	Capitola Village Public Waste Containers	Su	1	\$194.13	\$2,329.56
12	Capitola Wharf Public Waste Containers	Sat, Sun	2	\$310.61	\$3,727.32
<b>TOTAL COST ONGOING SERVICES</b>					<b>\$79,993.38</b>
<b>January 1 – December 31, 2025</b>					

**Community Center Services.** Three weeks daily service and annual services.

Item No.	Building Name	Frequency	Frequency Count per Week	Price Weeklong Service	Price Annual Service
13	Capitola Community Center (As Scheduled)	Sun-Sat	7	\$731.01	\$4,263.01
<b>TOTAL COST COMMUNITY CENTER SERVICES</b> January 1 – December 31, 2025					<b>\$4,263.01</b>

**Additional Holiday Services.** An additional service shall be provided between 6:00 PM – 8:00 PM for the four days of the following holiday weekends: Memorial Day, Independence Day, Labor Day.

Item No.	Building Name	Frequency	Frequency Count per Week	Price Weekend Service	Price Annual Service (3 Weekends)
7	Esplanade Park Restrooms	F-M	4 additional	\$139.24	\$417.72
8	Capitola Wharf Public Restroom	F-M	4 additional	\$69.62	\$208.86
9	City Hall Public Restroom	F-M	4 additional	\$69.62	\$208.86
<b>TOTAL COST HOLIDAY SERVICES</b> January 1 – December 31, 2025					<b>\$835.44</b>

<b>TOTAL COST ALL SERVICES</b> January 1 – December 31, 2025					<b>\$85,091.83</b>
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In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$85,091.83 (Eighty-Five Thousand Ninety-One Dollars And Eighty-Three Cents), without specific, written advance authorization from the City.

In the event that this Agreement is renewed pursuant to Section 6, the rates set forth above may be increased equal to the October-to-October San Francisco-Oakland-San Jose Consumer Price Index-All Urban (CPI) in an amount not to exceed four percent (4%), annually, on January 1 of each contract renewal.