

**THIRD ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS THIRD ADDENDUM is to that Contract for Services entered into on July 5, 2017, and as amended on April 16, 2019, and amended on September 12, 2022, by and between the County of Siskiyou Probation Department ("County") and The Machine Cleaning, LLC ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Second Addendum to the Contract expired on June 30, 2024, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect the price increase.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 2 of the Contract, **Scope of Services**, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4 of the Contract, **Compensation**, shall be amended to add an additional Twelve Thousand Four Hundred Eleven and No/100 (\$12,411.00), to increase the compensation payable under the Contract to an amount not to exceed Eighty-Two Thousand, Eight Hundred Fifty-One and No/100 (\$ 82,851.00).

Paragraph 5 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2025.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Third Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California


ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

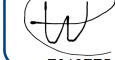
Date: _____ 4/19/2024

Date: _____ 4/19/2024

CONTRACTOR: The Machine Cleaning, LLC



Andrew Wike, Owner



Andrew Wike, Business Manager

License No.: 3320
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 82-1164262

ACCOUNTING:

FY	Fund	Organization	Account	Activity	Amount	Encumbrance
17/18	1001	203050	714000		\$ 9,360.00	E1818630
18/19	1001	203050	714000		\$ 9,360.00	E1900013
19/20	1001	203050	714000		\$ 9,360.00	E2000012
20/21	1001	203050	714000		\$ 9,360.00	E2100067
21/22	1001	203050	714000		\$ 9,360.00	E2200060
22/23	1001	203050	714000		\$11,820.00	E2300327
23/24	1001	203050	714000		\$10,500.00	E2400277
23/24	2101	203101	714000	1020	\$ 1,320.00	E2400277
24/25	1001	203050	714000		\$11,025.00	
24/25	2101	203101	714000	1020	\$ 1,386.00	

Encumbrance number (if applicable): E2400277

If not to exceed, include amount not to exceed: \$ 82,851.00

If needed for multi-year contracts, please include a separate sheet with financial information for each fiscal year.

EXHIBIT A
Revised 01/04/2024

Scope of Services

1. The janitorial and cleaning maintenance services will be performed between the hours of 8:00 AM and 5:00 PM during weekdays at the following locations:
805 Juvenile Lane, Yreka, Ca, Adult Probation
805 Juvenile Lane, Yreka, Ca, Day Reporting Center (DRC)
269 Sharps Road, Yreka, Ca, Juvenile Probation
Services to be performed in a workmanlike manner twice weekly at the three locations above.

Monthly rates not to exceed:
Adult/Juvenile \$ 918.75
DRC \$ 115.50

The yearly amount not to exceed \$12,411.00 annually.

2. Contractor to screen all employees at a level equal to and consistent with current industry standards for background checks. The Probation Department approves all screening before new vendor employees enter the department's facilities. A secondary and final screening may be performed by the Siskiyou County Probation Department at the department's discretion.
3. Contractor to notify the Probation Department's personnel of any required building maintenance within 24 hours of the onset by email at fiscal@siskiyouprobation.org
4. Janitorial and cleaning maintenance services for each location will include:
 - a. Clean air vents at least once a month or as needed
 - b. Clean entry door windows as needed or upon request
 - c. Vacuum carpet in heavy traffic areas, or as needed
 - d. Empty trash
 - e. Clean bathrooms, including floors, sinks and toilet and other areas as needed
 - f. Dust once a month or as needed
 - g. Mop floors twice a week. Conference room and visiting room ("blue room") shall
be mopped as needed
 - h. Wipe out windowsills and baseboards once a month
5. Siskiyou County Probation Department will supply all paper products, cleaning chemicals, and equipment required to perform services.
 1. Upon request the following services will be provided at the rates listed below:
 - a. Steam cleaning carpets, \$.35 per square foot
 - b. Stripping/scrubbing and waxing floors at \$.60 per square foot.
 - c. Cleaning windows shall be \$10 per windows, both sides
 - d. Electrostatic spraying shall be \$650 per month or \$100 per event

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services entered into on July 5, 2017, and as amended on April 16, 2019, by and between the County of Siskiyou Probation Department ("County") and The Machine Cleaning, LLC ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2022, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional duties.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 2 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4 of the Contract, Compensation, shall be amended to add an additional Twenty-three Thousand Six Hundred Forty and No/100 (\$ 23,640.00), to increase the compensation payable under the Contract to an amount not to exceed Seventy Thousand, Four Hundred Forty and No/100 (\$ 70,440.00).

Paragraph 5 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2024.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Second Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 9/12/2022

DocuSigned by:
Brandon A. Criss
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Winingham
Deputy

CONTRACTOR: The Machine Cleaning, LLC

Date: _____

Andrew Wike 8/23/2022
Andrew Wike, Owner

Date: _____

Andrew Wike 8/23/2022
Andrew Wike, Business Manager

License No.: 3320
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 82-1164262

ACCOUNTING:

FY	Fund	Organization	Account	Amount	
17/18	1001	203050	714000	\$ 9,360.00	E
18/19	1001	203050	714000	\$ 9,360.00	E1900013
19/20	1001	203050	714000	\$ 9,360.00	E2000012
20/21	1001	203050	714000	\$ 9,360.00	E2100067
21/22	1001	203050	714000	\$ 9,360.00	E2200060
22/23	1001	203050	714000	\$11,820.00	
23/24	1001	203050	714000	\$11,820.00	

Encumbrance number (if applicable): E2200060

If not to exceed, include amount not to exceed:
Seventy Thousand, Four Hundred Forty and No/100 (\$ 70,440.00).

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A

Scope of Services

1. The janitorial and cleaning maintenance services will be performed between the hours of 8:00 AM and 5:00 PM during weekdays at the following locations:

805 Juvenile Lane, Yreka, CA 96097 Adult Probation
805 Juvenile Lane, Yreka, CA 96097 Daily Reporting Center(DRC)
269 Sharps Road, Yreka, CA 96097 Juvenile Probation

Services to be performed in a workmanlike manner twice weekly at the three locations above.

Monthly rates not to exceed:

Adult/Juvenile \$ 875.00
DRC \$ 110.00

The yearly amount not to exceed \$11,820.00 annually.

2. Contractor to screen all employees at a level equal to and consistent with current industry standards for background checks. The Probation Department approves all screening before new vendor employees enter the department's facilities. A secondary and final screening may be performed by the Siskiyou County Probation Department at the department's discretion.
3. Contractor to notify the Probation Department's personnel of any required building maintenance within 24 hours of the onset by email at fiscal@siskiyouprobation.org
4. Janitorial and cleaning maintenance services for each location will include:
 - a. Clean air vents at least once a month or as needed
 - b. Clean entry door windows as needed or upon request
 - c. Vacuum carpet in heavy traffic areas, or as needed
 - d. Empty trash
 - e. Clean bathrooms, including floors, sinks and toilet and other areas as needed
 - f. Dust once a month or as needed
 - g. Mop floors twice a week. Conference room and visiting room ("blue room") shall be mopped as needed
 - h. Wipe out windowsills and baseboards once a month
5. Siskiyou County Probation Department will supply all paper products, cleaning chemicals, and equipment required to perform services.
 1. Upon request the following services will be provided at the rates listed below:
 - a. Steam cleaning carpets, \$.35 per square foot

- b. Stripping/scrubbing and waxing floors at \$.60 per square foot.
- c. Cleaning windows shall be \$10 per windows, both sides
- d. Electrostatic spraying shall be \$650 per month or \$100 per event

In Process

VN#	@15431	CC LOG#	
CT#	E2000012		
ACCT	1001	203050	714000
CT AMT	9360.00	/	46,800.00
		ANNUAL	TOTAL

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract executed on July 5, 2017, between the County of Siskiyou (County) and The Machine Cleaning Service (Contractor).

WHEREAS, the Contract expires on June 30, 2019, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 5 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2022.

Paragraph 4 of the Contract, Compensation, shall be amended to add an additional Twenty-eight Thousand Eighty and No/100 Dollars (\$28,080.00), to increase the compensation payable under the contract to an amount not to exceed Forty-Six Thousand, Eight Hundred and No/100 (\$46,800.00).

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this first addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 4/16/19

COUNTY OF SISKIYOU

Brandon A. Criss

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
County Clerk & Ex-Officio
Clerk of the Board


By: Wendy Dwyer
Deputy

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors


By: See previous page
Deputy

CONTRACTOR:
The Machine Cleaning Service

Date: 3/24/18

Andrew Wike 
Andrew Wike, Owner

Date: 3/26/17

Andrew Wike 
Andrew Wike, Business Manager

License No.: N/A

TAXPAYER I.D.: On file

ACCOUNTING:

17/18FY	1001-203050-714000	\$9,360.00
18/19FY	1001-203050-714000	\$9,360.00
19/20FY	1001-203050-714000	\$9,360.00
20/21FY	1001-203050-714000	\$9,360.00
21/22FY	1001-203050-714000	\$9,360.00

Encumbrance number: E1900013

If not to exceed, include amount not to exceed:
\$46,800.00 (Forty-Six Thousand, Eight Hundred and No/100)

CONTRACT FOR JANITORIAL SERVICES

This Contract is made and entered into this 5th day of July, 2017, by and between the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as "County," and The Machine Cleaning Service, an independent contractor, hereinafter referred to as "Contractor".

1. **Purpose of Contract:** The purpose of this Contract is to state the terms and conditions under which Contractor will provide janitorial and cleaning maintenance services for County facility located at 805 Juvenile Lane, Yreka, CA, and 269 Sharps Road, Yreka, CA.
2. **Services to be Performed:** Contractor agrees to perform in a workmanlike manner and at the times indicated, those janitorial and cleaning maintenance services as set forth in Exhibit "A", which is attached hereto and hereby incorporated by reference.
3. **Materials and Supplies:** Contractor shall furnish all materials and equipment necessary to perform the services required by this Contract as listed in Exhibit "A".
4. **Compensation:** County shall pay Contractor at rate of Seven Hundred Eighty dollars (\$780.00) per month, the not-to exceed annually of Nine Thousand Three Hundred Sixty Dollars, (\$9,360.00), with a total term not to exceed amount of \$18,720.00 (Eighteen Thousand Seven Hundred Twenty Dollars) for the services herein agreed to be performed. This compensation shall be made by an automatic payment through the Auditor's office unless otherwise agreed to by both parties.
5. **Term of Contract:** This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2019, unless terminated earlier as provided herein.
6. **Termination on Occurrence of Stated Events:** This contract shall terminate automatically on the occurrence of any of the following events:
 1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 6a. **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 6b. **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated.

VN# <u>@15431</u>	
CT# <u>E1800092</u>	CC LOG# _____
ACCT <u>1001-203050-714000</u>	
CT AMT <u>9360.</u>	<u>18,720.</u>
ANNUAL	TOTAL

Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

6c. **Termination of Funding:** County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

7. **Maintenance:** Contractor shall notify County immediately of any maintenance problem it becomes aware of, but which is not included in this Contract, such as electrical or plumbing problems, roof leaks, broken windows or locks, vandalism and so forth.

8. **Provisions for Unsatisfactory Service:** For the benefit of the County and Contractor, Exhibit "B" has been attached identifying a County employee and providing the means by which this employee can confirm that services as set forth in this Contract are being adequately performed by the Contractor. The Contractor shall provide the designated County employee with Exhibit "B" or some other document designated by County on a monthly, quarterly or annual basis, as directed by County. The designated County employee shall initial the form to indicate that services were satisfactory or indicate any problems with service. The form shall then be forwarded to the Department Head for review. Should the Contractor fail to perform services at any time as set forth in this Contract, the Department Head shall contact the Contractor in an effort to resolve any issues and facilitate the performance of services as set forth in this Contract. If, after contact is made, the services are still unsatisfactory in the opinion of County, County shall have the option to bring in janitorial services to perform the janitorial needs as set forth herein and deduct the cost of such services from the monthly rate established in this Contract.

9. **Compliance with Applicable Statutes, Ordinances and Regulations:** In performing the services required, Contractor shall comply with all applicable Federal, State, County and City Statutes, Ordinances and Regulations.

10. **Indemnification:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those claims resulting solely from the negligence or willful misconduct of County. Contractor shall also defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any adverse determination made by the

Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

11. **Insurance:** Contractor shall obtain and maintain for the entire term of this Contract comprehensive general public liability and property damage insurance in an amount acceptable to County. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in an amount acceptable to County. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. Contractor shall be insured against liability for workers' compensation unless Contractor has no employees and such insurance is not required by state law.

All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. Contractor shall furnish evidence of insurance prior to commencing work under this Contract. The certificate shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

12. **Employment Status:** Contractor shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract 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 Contract; provided, always however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

In the event Contractor is subsequently determined to be an employee of County by the Internal Revenue Service, Contractor waives any right to recover employee benefits for the period during which County considered Contractor to be an independent contractor.

13. **Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place

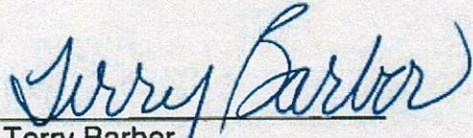
18. **Severability:** If any provision in this Contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

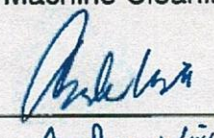
Executed at Yreka, California, on the day and year first above written.

COUNTY OF SISKIYOU

CONTRACTOR

The Machine Cleaning Service

By: 
Terry Barber
County Administrator


By:  6/26/2017
Andrew Mike

TAX ID: 47-1499614

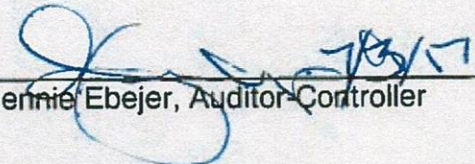
Telephone No.: 530/340-2237

Address: 413 W. Miner Street Apt C
Yreka, CA 96097

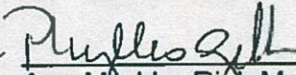
APPROVED AS TO FORM


County Counsel

17/18FY Fund 1001 Organization 203050 Account 714000 \$9,360.00 ^{NTE} ^{J.F.}
18/19FY Fund 1001 Organization 203050 Account 714000 \$9,360.00 ^{NTE}

 7/3/17
Jennie Ebejer, Auditor-Controller

APPROVED AS TO INSURANCE REQUIREMENTS

for 
Ann Merkle, Risk Management

Total not to exceed: \$18,720.00 (Eighteen Thousand Seven Hundred Twenty Dollars)

of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

14. **Confidentiality:** Because of the nature of information potentially available or accessible to employees of Contractor, County reserves the right to either screen or reject actual or potential employees of Contractor, in County's sole discretion, when County has concerns regarding the ability of Contractor or its employees to maintain the integrity of certain confidential records or to have potential access to such records. If requested by County, Contractor shall provide a list of all employees who will or may be providing services under this Contract.

Contractor acknowledges that services may be performed on premises containing confidential, privileged, sensitive or proprietary documents or information. Contractor shall make all reasonable efforts to safeguard the premises while services are being performed and only employees of Contractor providing services are to be granted access to the premises. Contractor shall not knowingly read, review, copy, disturb or tamper with any information or documentation encountered while services are being performed and any information inadvertently obtained shall be kept confidential by Contractor. Contractor shall comply with all federal, state and local confidentiality laws and regulations.

15. **Non-Assignment of Contract:** Inasmuch as this Contract is intended to secure the specialized services of Contractor, no interest herein may be assigned, transferred, sold, or delegated without the County's prior written consent and any such assignment, transfer, or delegation without prior written County approval shall, in County's discretion, be considered null and void.

16. **Entire Agreement:** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits 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 Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

17. **Covenant:** This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

EXHIBIT A

Scope of Services

1. Janitorial and cleaning maintenance services performed between hours of 12:00 pm and 1:00 pm or hours of 4:30 pm and 5:30 pm during weekdays at:
 - 805 Juvenile Lane, Yreka, CA 96097
 - 269 Sharps Road, Yreka, CA 96097
2. Services performed in workmanlike manner twice weekly at 805 Juvenile Lane location and 269 Sharps Road location. Total amount not to exceed \$9,360 for the year.
3. Services will be performed by employees screened and approved by Siskiyou County Sheriff's Department.
4. Contractor will notify Probation Building Maintenance personnel of building maintenance problems.
5. Janitorial and cleaning maintenance services for each location will include:
 - A. Clean air vents
 - B. Clean entry door windows
 - C. Vacuum carpet
 - D. Empty trash
 - E. Clean bathrooms
 - F. Dust
 - G. Clean kitchen/food prep area
 - H. Mop floors
 - I. Wipe out window sills and baseboards
6. Siskiyou County Probation Department will supply all paper products, cleaning chemicals, and equipment required to perform services.

