

## CONTRACT FOR JANITORIAL SERVICES

This Contract is made and entered into this 1st day of July, 2016, by and between the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as "County," and Harold's Cleaning, 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 804, 806, 808, and 810 S Main St, 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 one thousand seven hundred dollars and no/cents (\$1700) per month, the not-to exceed annually of twenty thousand four hundred dollars and no/cents (\$20400) for FY16/17 and twenty thousand four hundred dollars and no/cents (\$20400) for FY17/18 and twenty thousand four hundred dollars and no /cents (\$20400) for FY18/19. Total not to exceed amount for the term of the contract sixty one thousand two hundred dollars and no/cents (\$61200) 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, 2016, 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. 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 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.

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 in Yreka, California, on the date and year first above written.

CONTRACTOR/LEESE

By: Harold McFall

6/28/2016  
(Date)

TAXPAYER I.D. – On-file

COUNTY OF SISKIYOU

By: Grace Bennett  
Grace Bennett, Chair

ATTEST:  
COLLEEN SETZER  
Clerk, Board of Supervisors

By: Wendy Dyer  
Deputy

ACCOUNTING:

Fund          Organization          Account          Activity Code (if applicable)

see below \_\_\_\_\_

Encumbrance number (if applicable) \_\_\_\_\_

If not to exceed, include amount not to exceed: \_\_\_\_\_

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

FY 16/17 \$20,400

2121-401015-714000 NTE \$9750.60

2114-401014-714000 NTE \$1554.84

1001-206020-714000 NTE \$1328.28

1001-207080-714000 NTE \$7766.28

FY 17/18 \$20,400

2121-401015-714000 NTE \$9750.60

2114-401014-714000 NTE \$1554.84

1001-206020-714000 NTE \$1328.28

1001-207080-714000 NTE \$7766.28

FY 18/19 \$20,400

2121-401015-714000 NTE \$9750.60

2114-401014-714000 NTE \$1554.84

1001-206020-714000 NTE \$1328.28

1001-207080-714000 NTE \$7766.28

EXHIBIT A  
SCOPE OF WORK  
FOR  
JANITORIAL SERVICES  
AT  
804-810 S MAIN ST

- A. Siskiyou County's Public Health Division, Office of Emergency Services, and the Community Development Department (County) require the following minimum services from its janitorial contractor for offices at 804-810 South Main St. Yreka CA. Services shall be performed as described herein Monday through Friday beginning after 5:30 pm and ending before 7:00 am unless otherwise approved by the County:

1. **DAILY:**

Empty all garbage and trash containers and dispose of in appropriate receptacles  
Vacuum/sweep all entry & hallways, including rugs  
Thoroughly clean and disinfect restrooms  
Mop bathroom, kitchen and entry ways  
Disinfect public entry counter  
Replenish restroom supplies – supplies must be checked everyday  
Clean glass entry doors and disinfect doorknobs  
Kitchen countertops and kitchen sinks  
Turn off all lights except those designated by the County as security lighting before leaving  
Set building alarm and lock building upon leaving

2. **TWICE PER WEEK:**

Vacuum all office carpeted areas and furniture  
Wipe/disinfect washable furniture

3. **WEEKLY:**

Remove cobwebs, dust shelving, bookcases, filing cabinets (including the top), window sills and A/C units, sweep stairs

4. **SEMI-ANNUALLY:**

Starting July 1 and again Jan 1  
Clean inside windows  
Dust window blinds  
Shampoo carpets throughout building including entry rugs

5. **ANNUALLY:**

Starting July 1

Strip and wax vinyl floors including but not limited to bathrooms, kitchen, entry ways and hallways

Dust baseboards

6. **AS NEEDED:**

Shredded paper and recyclables (cardboard/paper) disposed of in appropriate receptacles

Clean trash receptacles

Spot clean carpet, doors & woodwork

Clean interior glass when visibly dirty

Wash walls and baseboards

Keep janitorial closets clean

Spot clean entry rugs

- B. County shall provide all restroom products.
- C. Contractor shall also be responsible for reporting any building issues, mishaps, damage (water leaks, electrical problems, broken appliances, etc.) to the County the next business day upon becoming aware of such issues whether or not caused by janitorial staff.  
Contractor shall not enter or be responsible for cleaning the telecommunications and computer server room.
- D. For the purposes of this Scope of Work, the term County Contact herein shall mean the contractor's primary County staff contact, and is herein defined as Joy Hall or Dawn Walton. The County may replace the defined County Contact at any time at its discretion.
- E. The contractor shall not be responsible for cleaning dishes, inside the microwave, inside refrigerators, or individual desks.
- F. The timing to begin the work defined herein and the scheduling of said work shall begin upon the effective date of the contract between the County and contractor. Each task defined under Section A to be performed SEMI ANNUALLY and ANNUALLY shall be performed within 5 days after the effective date of said contract unless specifically called out in that section. The Contractor is solely responsible for tracking the frequency, scheduling, and timing of the defined tasks and upon request of the County provide the specific information as to when such tasks were last performed and the next scheduled date(s) to be performed.



G. Should the County determine that the tasks defined herein are not being performed to the County's satisfaction: the County may notify the contractor as to the substandard performance and detail the expected corrective measures at its discretion. The County may terminate said contract upon written notification to the Contractor of such termination and the effective date at its discretion.

## EXHIBIT B

### JANITORIAL SERVICE SATISFACTION MONTHLY CHECKLIST

For Services at:

Siskiyou County Public Health & Community Development

804-810 S Main St Yreka, CA 96097

Check list due by the first day of the month for the previous month services

Please deliver to Dawn Walton or Joy Hall

#### DAILY (Consistently)

- Empty all garbage and trash containers and dispose of in appropriate receptacles
- Vacuum/sweep all entry & hallways, including rugs
- Thoroughly clean and disinfect restrooms
- Mop bathroom, kitchen and entry ways
- Disinfect public entry counter
- Replenish restroom supplies – supplies must be checked everyday
- Clean glass entry doors and disinfect doorknobs
- Kitchen countertops and kitchen sinks
- Turn off all lights except those designated by the County as security lighting before leaving
- Set building alarm and lock building upon leaving

#### WEEKLY

- Remove cobwebs
- Dust shelving, bookcases, filing cabinets (including the top), window sills and A/C units & vents
- Sweep stairs

#### TWICE PER WEEK (Consistently)

- Vacuum all carpeted areas and furniture
- Wipe/disinfect washable furniture

#### TWICE PER YEAR (Date: \_\_\_\_\_)

- Clean inside window and Dust window blinds
- Shampoo carpets throughout building including entry rugs

#### ANNUALLY (Date: \_\_\_\_\_)

- Strip and wax vinyl floors including but not limited to bathrooms, kitchen, entry ways and hallways
- Dust baseboards

AS NEEDED

- Shredded paper and recyclables (cardboard/paper) disposed of in appropriate receptacles
- Clean trash receptacles
- Spot clean carpet, doors & woodwork
- Clean interior glass when visibly dirty
- Wash walls and baseboards
- Keep janitorial closets clean
- Spot clean entry rugs

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TO BE COMPLETED BY COUNTY STAFF

OVERALL RATING:     Satisfactory  
                               Needs Improvement  
                               Unsatisfactory

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Siskiyou County Public Health & Community Development

Date: \_\_\_\_\_