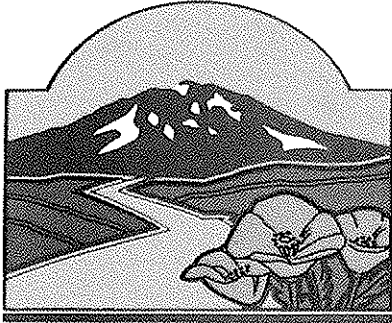


CITY OF
ANDERSON



AGENDA ITEM

June 15, 2010 City Council Meeting

Approved for Submittal By:

Dana Shigley
Dana Shigley, City Manager

To Be Presented By:

Jeff Kiser
Jeff Kiser, Public Works Director

To: Honorable Mayor and Members of the Anderson City Council

Through: Dana Shigley, City Manager
Telephone 378-6646

From: Jeff Kiser, Public Works Director
Telephone 378-6636

Date: June 15, 2010

SUBJECT

Agreement with the County of Shasta to provide janitorial services

RECOMMENDATION

The Public Works Director recommends that the City Council:

Approve an agreement with the Shasta County Opportunity Center to provide janitorial services at City Hall, Police Department and the Teen Center/Public Health building.

FISCAL IMPACT

The total cost for janitorial services at both City Hall and the Police Department is \$3,000 monthly. This is a 25% decrease over the previous contract, which had been in place for three years. The reduced cost reflects a reduction of service to three days per week. The buildings will now be serviced on Monday, Wednesday, and Friday, with the exception of the public restroom on the first floor at City Hall which will be cleaned daily. The cost for these services is already included in the adopted budget for 2010/2011.

The cost for janitorial services at the new Teen Center/Public Health building is \$2,100 per month. In 2008 the services were reevaluated, resulting in an amendment creating efficiency and costs savings, and this will be continued in the current agreement. This cost will be shared between the City and County under the terms of our maintenance agreement, and has been included in the City's 2010/2011 budget.

DISCUSSION and BACKGROUND

The City of Anderson has contracted with the Shasta County Opportunity Center to provide janitorial services for many years. The Opportunity Center provides opportunities for developmentally disabled adults to have jobs and provide service to the community. The City has been more than satisfied with the quality of service they provide as well as the opportunity to provide employment for the Opportunity Center's participants.

ATTACHMENTS

1. Agreement with Shasta County Opportunity Center to provide janitorial services.

**AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
THE CITY OF ANDERSON**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Regional Services Branch, Opportunity Center (“County”), and the City of Anderson (“Customer”), a municipal corporation, to provide janitorial services at the Anderson City Hall/Anderson Police Department and the Anderson Teen Center/Shasta County Public Health.

I. CREW(S) AND WORK INSTRUCTOR(S).

For the purpose of this agreement, the term “Crew(s)” means a work crew of Opportunity Center (“OC”) participants and an OC Work Instructor. The Work Instructor is responsible for: (1) demonstrating work techniques to OC participants, (2) supervising OC participants to ensure that the work of the OC participants is completed in a satisfactory and safe manner, (3) assuring that the work schedule agreed upon by both parties to this agreement is followed, and (4) directing the Crew to take breaks as required by law.

II. RESPONSIBILITIES OF COUNTY.

A. Services.

County shall, pursuant to the terms and conditions of this agreement:

1. Furnish Crews to perform as prescribed in **Attachment A**, attached and incorporated herein, Monday through Friday, with the exception of official holidays as established by County in Sections 11.1 and 11.2 of the Shasta County Personnel Rules.
2. Furnish workers’ compensation coverage for the Crew.
3. Complete **Attachment A** for the purposes of documenting the work performed each work day.
4. Submit a monthly billing statement to Customer for the services performed the preceding month.

B. This agreement shall control in case of any conflict between the wording of this agreement and the wording of **Attachment A**.

III. RESPONSIBILITIES OF CUSTOMER.

Customer shall, pursuant to the terms and conditions of this agreement:

- A. Provide orientation, guidance, and training to the Crew at the onset of this agreement regarding the daily work schedule and services as prescribed in **Attachment A**.
- B. Provide on-going guidance to the Crew as to any specific duties to be performed by the Crew as prescribed in this agreement.
- C. Provide feedback to OC on the Crew's work performance as necessary for purposes of improving performance.
- D. Assign a City staff member to serve as a liaison to the Crew.

IV. COMPENSATION.

Customer shall pay County the sum of \$3,000 per month for the services performed at the Anderson City Hall/Anderson Police Department location and the sum of \$2,100 per month for the services performed at the Anderson Teen Center/Shasta County Public Health location, for a total of \$5,100 per month for services as prescribed in this agreement.

V. BILLING AND PAYMENT.

County shall submit to Customer, monthly by the 30th of each month, for the prior month's services, an itemized statement or invoice for services rendered at Anderson City Hall/Anderson Police Department and an itemized statement or invoice for services rendered at Anderson Teen Center/Shasta County Public Health. Customer shall make payment within 30 days of receipt of each monthly billing.

VI. TERM OF AGREEMENT.

The initial term of this agreement shall commence on the date of July 1, 2010 and shall end on June 30, 2011. The term shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless either party gives 30 days written notice not to renew. Notwithstanding the foregoing, City shall pay County for all unpaid services provided pursuant to this agreement, which were provided during the time this agreement was in effect, within 30 days of the date this agreement ends or is terminated, or within 30 days of receipt of a billing for such services, whichever occurs last.

VII. TERMINATION OF AGREEMENT.

- A. If either party materially fails to perform its responsibilities under this agreement to the satisfaction of the other party, or if either party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either party violates any of the terms or provisions of this agreement, then the other party shall have the right to terminate this agreement for cause effective immediately upon that party giving written notice thereof to the other party.

- B. Either party may terminate this agreement without cause on 30 days written notice to the other party.
- C. County or Customer may terminate this agreement immediately upon oral notice should County or Customer not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of County or Customer, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or Customer's control.
- D. Either party may terminate this agreement immediately upon oral notice should funding related to any of the services performed pursuant to this agreement cease or be materially decreased during the term of this agreement.
- E. If this agreement is terminated under paragraphs A., B., or C. above, Customer shall pay County for all work satisfactorily completed as of the effective date of the notice of termination. Should the effective date of the notice of termination fall on a date other than the end of the month, then Customer shall pay County an amount which is equal to the pro rata portion of the monthly compensation of \$6,100 based upon the portion of the month during which services under this agreement were provided.
- F. County's right to terminate this agreement may be exercised by County's Health and Human Services Director or his/her designee, or by County's Director of Regional Services or his/her designee. Customer's right to terminate this agreement may be exercised by its City Manager.

VIII. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Neither party shall be entitled to any other benefits other than those specified herein. The parties specifically acknowledge that in entering into and executing this agreement, they have relied solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the amount payable under this agreement may be agreed to in writing between City Manager or his/her designee and the County's Director of its Health and Human Services Agency or his/her designee, or by County's Director of Regional Services or his/her designee.
- C. The headings that appear on this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

IX. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Neither party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other party. The waiver by a party to this agreement of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

X. STATUS OF PARTIES.

The parties to this agreement shall be construed to be independent contractors and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, nor a joint venture relationship.

XI. INDEMNIFICATION.

Customer shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of the Customer or any of Customer's subcontractors, any person employed under Customer, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.

County shall defend, hold harmless and indemnify Customer, its officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Customer and counsel retained by Customer, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of Customer) being damaged by the negligent acts, willful acts, or errors or omissions of the County or any of County's subcontractors, any person employed under County, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Customer.

XII. INSURANCE.

- A. Customer shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the County. Customer shall provide the County with an endorsement or amendment to Customer's policy of insurance as

evidence of insurance protection before the effective date of this agreement.

- B. The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Customer shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Customer fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event and Customer shall pay in full all contractual invoices for work completed prior to expiration of insurance.
- C. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Customer shall provide County a certificate of insurance reflecting those limits.
- D. The parties understand and agree that County is self-insured with respect to its automobile and general liability exposures and shall remain self-insured throughout the term of this agreement.

XIII. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with County or if any lawsuit is instituted concerning County's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Customer, County shall give prompt and timely notice thereof to Customer. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. If any claim for damages is filed with Customer or if any lawsuit is instituted concerning Customer's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Customer shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- C. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

XIV. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Both parties shall observe and comply with all applicable federal, state and local laws, ordinances and codes which relate to the services to be provided pursuant to this agreement.

- B. Both parties shall not discriminate in employment practices on the basis of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability or use of family care leave.
- C. Customer represents that Customer is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

XV. LICENSES AND PERMITS.

Both parties shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County or Customer. Failure to maintain the required licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.

XVI. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

XVII. CONFIDENTIALITY OF CLIENT INFORMATION.

Customer shall comply with, and require all of Customer's employees and agents to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures, regarding the confidentiality of the identity of persons receiving public social services.

XVIII. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the applications thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

XIX. NOTICES.

- A. Other than as provided in Sections VII.C., (pertaining to oral notice of termination due to force majeure) and VII.D. (pertaining to oral notice of termination due to lack of funding) any notice required to be given pursuant to the terms and

provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

1. If to County:

Director
Regional Services Branch
P.O. Box 496005
Redding, CA 96049-6005
Phone: 530-225-5705
Fax: 530-225-5361

2. If to Customer:

City Manager
City of Anderson
1887 Howard Street
Anderson, CA 96007
Phone: (530) 378-6646
Fax: (530) 378-6648

- B. Written notice shall be deemed to be effective two days after mailing. Oral notice shall be deemed effective immediately.

XX. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

/SIGNATURE PAGE FOLLOWS/

IN WITNESS WHEREOF, County and Customer have executed this agreement on the day and year set forth below. By their signatures 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 SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta, State of California

APPROVED AS TO FORM:

RISK MANAGEMENT APPROVAL:

Rubin E. Cruse, Jr.
County Counsel


By: David Yorton
Senior Deputy County Counsel


By: Jonathan Hill

CUSTOMER

Date: _____

By: _____
Dana Shigley, City Manager
City of Anderson

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: Teen Center - First Floor.		WEEK OF: _____
Once a Week	Empty trash in all areas	Date: _____
	Kitchen - Sanitize counters and sink, sweep and mop floor	Date: _____
	Dust mop and damp mop all hard floors	Date: _____
	Clean and wipe down doors and windows	Date: _____
	Clean rear glass roll (doors in back area)	Date: _____
	Vacuum	Date: _____
Monthly	Wipe down and dust doors, widow ledges and chairs	Date: _____
	Wipe down and clean under chair mats	Date: _____
	Buff floors as needed	Date: _____
	Wash all windows in / out on first floor only	Date: _____
	Strip and wax all hard floors as needed	Date: _____
Semi-Annually	Wipe down cabinets	Date: _____
	Clean blinds	Date: _____
		Date: _____

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: Teen Center / Public Health - Common Areas:		WEEK OF: _____	M	T	W	T	F
<u>Daily</u>	Restroom - Stock all dispensers						
	Restroom - Spot clean walls, and stalls						
	Restroom - Sweep and damp mop/scrub floors						
	Restroom - Wash/dry mirrors						
	Restroom - Sanitize fixtures (all door knobs, sinks, counters/ toilets, and urinals)						
	Restroom - clean shower						
	Restroom - Sweep and mop/scrub floors						
	Clean and sanitize drinking fountains						
	Clean / sanitize service counter area						
	Wipe down elevator doors						
	Wash windows and glass doors as needed						
	Wipe down and vacuum elevator	Date:					
	Vacuum carpeted areas	Date:					
Empty trash	Date:						
Vacuum Lobby and main stairs	Date:						
Spot clean carpet as needed	Date:						
Strip and wax floors in rest rooms as needed	Date:						
Wipe down and clean under chair mats (if actable)	Date:						
Wash windows inside	Date:						
Clean blinds	Date:						
<u>Semi-Annually</u>							

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: Teen Center - Public Health / Mental Health Suites.		WEEK OF:						
		M	T	W	T	F	S	
<u>Two Days a Week Only</u>	Restroom - Stock all dispensers							
	Restroom - Spot clean walls, and stalls							
	Restroom - Sweep and damp mop/scrub floors. (make sure mop is clean)							
	Restroom - Wash/dry mirrors							
	Restroom - Sanitize fixtures (all door knobs, sinks, counters/ toilets, and urinals)							
	Restroom – Sweep and damp mop/scrub floors							
	Empty trash in all areas							
	Clean and sanitize drinking fountains							
	Spot clean carpets as needed twice a week							
	Vacuum carpeted areas twice a week							
	Clean all small windows in doors, window ledges, sanitize all door knobs							
	Wipe down elevator doors							
	Wipe down and clean under chair and mats (if actable)	Date:						
	Wash windows (inside)	Date:						
Clean blinds	Date:							
<u>Semi-Annually</u>								

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: City of Anderson - First Floor.		WEEK OF:						
		M	T	W	TH	F		
Daily	Restroom - Stock all dispensers							
	Restroom - Spot clean walls, and stalls							
	Restroom - Sweep and damp mop/scrub floors							
	Restroom - Wash/dry mirrors.							
	Restroom - Sanitize fixtures (sinks, counters/ toilets, and urinals)							
	Restroom -- Sweep and damp mop/scrub floors							
	Empty trash in all areas.							
Mon. Wed & Fri	Big kitchen and Bingo room-- Sanitize counters and sink, sweep and mop floor							
	Dust mop and damp mop all hard floors							
	Vacuum all carpeted areas and all carpeted mats							
	Clean planters and empty butt kits							
	Clean and sanitize drinking fountains							
	Polish handrails							
	Clean, wash, and wipe down doors and windows							
Weekly	Wipe down and sanitize restroom stalls							
	Wipe down and vacuum elevator							
	Wipe down and vacuum storage area							
	Wipe down and dust doors, widow ledges and chairs							
	Wipe down and clean under chair mats							
	Clean rear stairs, windows, and ledges							
	Clean rear doors and glass							
Monthly	Clean glass in trophy case							
	Wipe down cabinets							
	Clean blinds							
	Strip and wax all hard floors at Anderson City Hall							
	Strip and wax all hard floors at Anderson River Park							
Semi-Annually								
Annually								

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: City of Anderson - Second Floor.		WEEK OF:		M	W	F
Mon. Wed & Fri	Restroom - Stock all dispensers					
	Restroom - Spot clean walls, and stalls					
	Restroom - Sweep and damp mop/scrub floors					
	Restroom - Wash/dry mirrors					
	Restroom - Sanitize fixtures (sinks, counters/ toilets, and urinals)					
	Restroom - Sweep and mop/scrub floors					
	Empty trash in all areas					
	Clean and sanitize drinking fountains					
	Check and clean planters					
	Vacuum foyer					
Weekly	Clean / sanitize service counter area	Date:				
	Vacuum stairs	Date:				
	Wipe down elevator doors	Date:				
	Clean sink in coffee area	Date:				
	Vacuum carpeted areas	Date:				
	Wipe down and clean under chair mats	Date:				
	Wipe down and dust doors, windows, ledges, chairs	Date:				
	Wipe down and vacuum elevator	Date:				
	Wipe down all cabinets	Date:				
	Wash landing areas windows (inside)	Date:				
Semi-Annually	Clean blinds	Date:				
		Date:				

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: City of Anderson - Third Floor.		WEEK OF:		M	W	F
Mon, Wed & Fri	Restroom - Stock all dispensers					
	Restroom - Spot clean walls, and stalls					
	Restroom - Sweep and damp mop/scrub floors					
	Restroom - Wash/dry mirrors					
	Restroom - Sanitize fixtures (sinks, counters/ toilets, and urinals)					
	Restroom - Sweep and damp mop/scrub floors					
	Empty trash in all areas					
	Clean and sanitize drinking fountains					
	Check and clean planters					
	Vacuum carpeted areas	Date:				
Weekly	Wipe down and dust doors, windows, ledges, chairs	Date:				
	Wipe down elevator doors	Date:				
	Wipe down cabinets	Date:				
	Vacuum stairs	Date:				
	Vacuum council chambers, wipe down and clean under chair mats	Date:				
Monthly	Wash landing areas windows (inside)	Date:				
	Clean blinds	Date:				

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES:	Anderson Police Dept. – First Floor Security Area	WEEK OF:	M	W	F
	Empty trash in all areas, replace bags as needed				
	Sanitize public counter				
	Vacuum dispatch room, hall, foyer, and offices				
	Clean sink, floor, and counter in coffee area				
	Restroom – Stock dispensers				
	Restroom - Spot clean walls				
	Restroom - Sweep and damp mop floors				
	Restroom - Wash/dry mirrors				
	Restroom - Sanitize fixtures (sinks, counters/ toilets)				
	Clean and sanitize holding room				
	Vacuum stairs				
	Clean blinds				
	Wipe down safe				
	Wipe down walls				
	Wipe down and dust chairs				
Mon. Wed & Fri					
Weekly					
Monthly					
			Date:		
			Date:		
			Date:		
			Date:		
			Date:		

SHASTA COUNTY OPPORTUNITY CENTER'S JANITORIAL DUTIES SCHEDULE

JOB DUTIES: Anderson Police Dept. – First Floor Foyer		WEEK OF:		M	W	F
<u>Mon, Wed & Fri</u>	Empty trash and replace bags as needed					
	Dust and sanitize reception area chairs					
	Clean glass doors					
	Vacuum carpeted area and mats					
<u>Twice / Mo.</u>	Hose down drive thru sidewalks	Date:				
<u>Monthly</u>	Clean blinds	Date:				
JOB DUTIES: Anderson Police Dept. – Second Floor		WEEK OF:		M	W	F
<u>Mon, Wed & Fri</u>	Restroom - Stock all dispensers					
	Restroom - Spot clean walls, and stalls					
	Restroom - Sweep and damp mop/scrub floors					
	Restroom - Wash/dry mirrors					
	Restroom - Sanitize fixtures (sinks, counters/ toilets, and urinals)					
	Restroom - Sweep and damp mop/scrub floors					
	Empty trash in all areas re place bags as needed					
	Sanitize tables, Dust and vacuum break room					
	Clean and wipe down base board on stairs					
	Vacuum stairs					
<u>Monthly</u>	Dust and vacuum locker room	Date:				
<u>Semi-Annually</u>	Clean and sanitize shower	Date:				
	Clean windows and blinds in landing area	Date:				