

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

950



FROM: Economic Development Agency

SUBMITTAL DATE:
December 21, 2009

SUBJECT: Approve the cleaning services agreement with Riverside County Superintendent of Schools for Custodial Services(RCOE).

RECOMMENDED MOTION: That the Board of Supervisors:
Ratify and execute the cleaning service agreement between Riverside County Superintendent of Schools and the Economic Development Agency(EDA) for custodial services.

BACKGROUND: The Riverside County Superintendent of Schools provides scholastic services to incarcerated youth and would like to retain EDA's custodial services. EDA will clean L.F. Smith Court School located in Indio twice per week. RCOE will pay for custodial services that began October and the cost for this fiscal year will be \$9,324. The agreed upon annual maximum obligation is set not to exceed \$13, 422 per year and the agreement is renewable on a yearly basis.

There is no impact to county general fund and no request for matching funds.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 13,422	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:	
SOURCE OF FUNDS: RCOE 100% - Reimbursement for Services	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MICKENNA
DATE: 12/21/09
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: **District:** 4 **Agenda Number:**

RF:mh 9768

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.28

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

AGREEMENT FOR CLEANING SERVICES

This Agreement, effective **October 1, 2009**, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT," and **County of Riverside**, hereinafter referred to as the "CONTRACTOR."

1. **DESCRIPTION OF SERVICES:** The CONTRACTOR agrees to provide cleaning services for the **L.F. Smith Court School, located at 47-665 Oasis Street, Indio, CA 92201**. Service to be provided **two (2) times per week** and include services specified on the **Exhibit A**, which is made part of this agreement by this reference.
 - a. It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the SUPERINTENDENT relies upon the CONTRACTOR'S representations about its skills, experience and knowledge to perform the CONTRACTOR'S services in a competent manner. Acceptance by the SUPERINTENDENT of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.
 - b. CONTRACTOR shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes, which apply to the work performed pursuant to this contract, including any requirements, specified in state government codes.
 - c. CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
 - e. All chemicals must be EPA approved and applied per the manufacturer's recommendations. Contractor must submit a Material Safety Data Sheet (MSDS) to Superintendent for all chemicals used.
2. **COMPENSATION:** For and in consideration of services rendered for fiscal year 2009-10, the SUPERINTENDENT agrees to pay the CONTRACTOR a **monthly fee of \$1,036.00** and a **yearly one time deep cleaning of \$1,010.16 for a total of 354 hours of custodial services**. In no event shall the total dollar amount paid under this agreement exceed the sum of \$13,422.16 and 354 custodial service hours without a written modification to this agreement for fiscal year 2009-10.
 - a. All monies accruing to the CONTRACTOR from the SUPERINTENDENT under the terms of this agreement shall be payable **upon receipt of an invoice no later than 30 days**. **Invoice must reference contract number C-1001937**.
 - b. In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the SUPERINTENDENT, the CONTRACTOR shall promptly refund the disallowed amount to the SUPERINTENDENT on request, or at its option, the SUPERINTENDENT may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the SUPERINTENDENT.

- c. Every year the Riverside County Board of Supervisors adopts an hourly rate charge for custodial services that CONTRACTOR will use in the charging of custodial services to SUPERINTENDENT, should this agreement be extended past fiscal year 2009-10. The SUPERINTENDENT will pay the approved rate times the approved number of hours actually worked by CONTRACTOR's staff. At the requested level of service of cleaning two(2) times per week, a total of 380 hours of custodial services are needed annually to clean L.F. Smith Court School located at 47-665 Oasis Street in Indio.
3. **TERM:** The term of this agreement shall be from **October 1, 2009** to and including **June 30, 2010** with SUPERINTENDENT's option **for one (1)-year renewals**. Renewals are not automatic and require CONTRACTOR to submit cost proposals to SUPERINTENDENT for review and approval.
4. **INDEPENDENT CONTRACTOR:** It is agreed that the CONTRACTOR or any employee or agent of the CONTRACTOR is acting as an independent contractor and not as an agent or employee of the said SUPERINTENDENT. Personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of Service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of SUPERINTENDENT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results
5. **SUBCONTRACT:** No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the SUPERINTENDENT, but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract
6. **NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.).
7. **INSURANCE:** CONTRACTOR shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows herein. All insurance requirement herein may be met with a program of self-insurance.
- A. **Commercial General Liability** – one million dollars (\$1,000,000) combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of the CONTRACTOR in the performance of the work herein provided.
- B. **Automobile Insurance** – equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the contract covering any personal or property damage which may arise in or out of the contract obligation.

C. **Worker's Compensation Insurance.** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

8. **TERMINATION:** SUPERINTENDENT or CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served stating the extent and effective date of termination.

a) SUPERINTENDENT may, upon five(5) days written notice, terminate this agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the SUPERINTENDENT may proceed with the work in any manner deemed proper to SUPERINTENDENT.

SUPERINTENDENT may also: 1) Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established in good faith and mutually agreed upon by the SUPERINTENDENT and CONTRACTOR.

9. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

SUPERINTENDENT:

**Riverside County Office of Education
Contracts and Purchasing Services
3939 13th Street
Riverside, CA 92502**

CONTRACTOR:

**County of Riverside/Economic Development Agency
Custodial Division
Attn: Deputy Director
3315 Park Avenue
Riverside, CA 92507**

10. **WAIVER OF DEFAULT:** Any waiver by SUPERINTENDENT of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of SUPERINTENDENT to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping SUPERINTENDENT from enforcement hereof

11. **FORCE MAJEURE:**

a. In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.

b. In the event SUPERINTENDENT is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.

12. **INDEMNIFICATION:**

a. CONTRACTOR shall indemnify and hold harmless the SUPERINTENDENT and its agents, servants and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the SUPERINTENDENT and its agents, servants and employees in any such claim or action.

- b. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of SUPERINTENDENT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to SUPERINTENDENT as set forth herein.
 - c. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to SUPERINTENDENT the appropriate form of dismissal relieving SUPERINTENDENT from any liability for the action or claim involved.
 - d. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the SUPERINTENDENT herein from third party claims.
 - e. SUPERINTENDENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of SUPERINTENDENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SUPERINTENDENT shall defend at its sole cost and expense, including not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by SUPERINTENDENT, SUPERINTENDENT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CONTRACTOR; provided however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUPERINTENDENT's indemnification of CONTRACTOR. SUPERINTENDENT's obligations hereunder shall be satisfied when SUPERINTENDENT has provided CONTRACTOR the appropriate form of dismissal (or similar document) relieving the CONTRACTOR from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUPERINTENDENT's obligations to indemnify and hold harmless the CONTRACTOR.
 - f. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the SUPERINTENDENT/CONTRACTOR to the fullest extent allowed by law.
13. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of the SUPERINTENDENT. Any assignment or purported assignment of this Agreement by CONTRACTOR without prior written consent of SUPERINTENDENT will be deemed void and of no force or effect.
14. **LICENSES/PERMITS:** The CONTRACTOR and all of the CONTRACTOR's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

a. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. All offerers and Contractors shall be licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

b. CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the SUPERINTENDENT of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

15. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract

16. **AMENDMENT:** This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:

- a. Increases in dollar amounts.
- b. Administrative changes that do not affect the contractual rights of the parties.
- c. Changes as required by law.

17. **DISPUTE:** Except as otherwise, provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed in good faith and mutually agreed upon by both SUPERINTENDENT and CONTRACTOR which shall be furnished in writing. Upon lack of agreement between the SUPERINTENDENT and CONTRACTOR a final decision shall be determined by a court of competent jurisdiction.

18. **GOVERNING LAW: JURISDICTION; VENUE; SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19. **ENTIRE AGREEMENT:** This Agreement, including any Exhibits or documents incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day and year first above written.

Riverside County
Superintendent of Schools

County of Riverside

Signed _____
Authorized Signature

Signed _____
Chairman, Board of Supervisors

Printed name

Printed name


Date _____

Date _____

ATTEST:
Kecia Harper-Ihem
Clerk to the Board of Supervisors

Deputy

APPROVED AS TO FORM
County Counsel



Printed name
Larisa R-McKenna

EXHIBIT A
CLEANING SCHEDULE

CLEAN RESTROOMS:

Re-stock and clean dispensers and receptacles.
Spot clean walls, ceilings, partitions, and remove graffiti.
Remove trash and change liners.
Clean sinks and counters (including underneath) and remove mineral deposits.
Clean mirrors.
Remove debris from floors.
Clean, disinfect, and remove mineral deposits (as necessary) from urinals, sinks, and toilets.
Clean vents.
Clean and dust doors and partitions.
Polish chrome.
Sweep and then mop floors with disinfectant.
Pour disinfectant solution into floor drains at least weekly.

CLEAN COMMON AREAS (INTERIOR AND EXTERIOR):

Empty trash and change liners (inside and outside building).
Clean glass surfaces.
Remove cobwebs and graffiti.
Spot clean walls, clean and polish metal, and dust wall pictures.
Clean entrance areas and keep walk-off mats vacuumed.
Clean and empty cigarette urns.
Remove debris and trash.
Sweep and vacuum floors.
Clean drinking fountains.
Clean doors and kick plates.
Dust walls, shelves, baseboards, and other surfaces.
Clean air vents.

CUSTODIAL CLOSETS

Keep closets clean, organized, and stocked.
Store supplies correctly.
Do not block electrical panels and do not store supplies on or around panels. At the end of shift, empty all mop buckets, rinse out all mops and rags, and clean all custodial equipment and store properly.

OFFICE AREAS

Clean and dust furniture, walls, shelves, counters, doors, partitions, and other surfaces.
Empty trash and change liners.
Clean glass surfaces and window ledges.
Clean vents and dust blinds.
Vacuum carpets, spot clean carpets, and sweep floors.
Clean switch plate covers.
Do high dusting as needed, above six (6) feet.
Do not unplug any equipment in office areas unless it is a safety hazard.

BREAK ROOMS:

Clean furniture, tables, and counters.
Dust and clean appliance tops, ledges, shelves, window sills, blinds, and other surfaces.
Sweep and clean floors.
Clean and disinfect sinks and counters.
Vacuum carpeted areas.
Spot clean walls, doors, shelves, and glass surfaces.
Empty trash and change liners.

ADDITIONAL GENERAL DUTIES:

Make sure that the entire building is clean and looks like it has been professionally cleaned daily; both on the interior of the building and the exterior.
Report problems to your SUPERINTENDENT right away.
Make daily contact with client contacts for needs or special requests and satisfy them.
Spot clean carpets daily.
Report any and all special cleaning needs to SUPERINTENDENT in a timely manner such as hard floor and carpet restoration work.
Clean and dust light fixtures as needed.
Report any maintenance issues promptly.
Maintain and clean custodial equipment and supplies.
Order and stock needed custodial supplies in a timely manner.
Change vacuum filters and empty vacuum bags regularly or as needed.
Annual carpet extraction.
Exterior and interior window washing once (1) per year.