

1 SERVICE AGREEMENT

2 This Service Agreement ("Agreement") is dated this November 4, 2025, and is between the
3 COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "County"), and
4 PBC SolutionOne, Inc. dba CCS Facility Services, a Colorado Corporation, whose address is 2695
5 North Fowler Avenue Suite 110A, Fresno, California, 93727 (hereinafter "Contractor").

6 Recitals

7 WHEREAS, County's Department of Public Health (DPH) has a need for routine and recurring
8 janitorial services at County's DPH Brix/Mercer Complex, located at 1221 Fulton Street, Fresno,
9 California, 93721, hereinafter referred to as the Brix/Mercer Complex, and County and Contractor now
10 desire to include janitorial services at the Fresno County Animal Services, located at 1510 W. Dan
11 Ronquillo Drive, Fresno, California 93706, hereinafter referred to as Animal Shelter; and

12 WHEREAS, the County placed Request for Quotation (RFQ) 25-092 on April 25, 2025 and
13 received eight (8) bids by the close of RFQ 25-092 on May 23, 2025; and

14 WHEREAS, Contractor is qualified and willing to perform said services.

15 The parties therefore agree as follows:

16 Article 1

17 Contractor's Services

18 **1.1. Scope of Services.** The Contractor shall provide routine and recurring janitorial services
19 (Services) in accordance with Exhibit A (Specifications), Exhibit B (Schedule of Janitorial Services),
20 Exhibit C (Infection Control Cleaning Chart), Exhibit D (Carpet Cleaning Schedule), Exhibit E
21 (Compensation), and Exhibit F (Transaction Disclosure Form) at the Brix/Mercer Complex and Animal
22 Shelter, all of which are attached hereto and by this reference incorporated herein.

23 **1.2. Representation.** The Contractor represents that it is qualified, ready, willing, and able to
24 perform all of the services provided in this Agreement.

25 **1.3. Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable
26 federal, state, and local laws and regulations in the performance of its obligations under this
27 Agreement, including but not limited to workers compensation, labor, and confidentiality laws and
28 regulations.

1 **1.4. Specific Responsibilities.** In addition to the above, Contractor shall perform the Services in
2 accordance with high standards of cleanliness, appearance, and safety, as acceptable to County's
3 DPH Director or designee, and to that end, Contractor shall:

4 A. Provide sufficient janitorial staff to complete Services within the guidelines set forth in
5 this Agreement.

6 B. Provide consistent monitoring and oversight of Services set forth in this Agreement.

7 C. Furnish all management, supervision, training and all personnel required to accomplish
8 said Services. Contractor shall furnish the names of its staff who will be assigned to perform Services
9 within the Brix/Mercer Complex and Animal Shelter to the County's DPH Director or designee
10 immediately upon any hire, transfer, or assignment.

11 D. County's DPH shall have the right to require the replacement of any of Contractor's
12 employees working on the premises of the Brix/Mercer Complex and Animal Shelter, whose continued
13 presence on said premises, in the opinion of County's DPH Director or designee, is not in the best
14 interest of County's patients, clientele or staff.

15 E. Provide and designate an English-speaking site supervisor to act as communicator and
16 coordinator between County and Contractor's janitorial staff. Contractor's site supervisor shall always
17 be on the premises at the Brix/Mercer Complex and Animal Shelter while Contractor's janitorial staff is
18 present.

19 F. Furnish data and any information as requested by County's DPH Director or designee,
20 for the purpose of monitoring this Agreement.

21 G. Assure that keys issued to Contractor are safeguarded from loss, theft, or damage, and
22 secured in accordance with the instructions of County's DPH Director or designee. Contractor shall
23 assign one supervisor to maintain control and responsibility of said keys. Violation of the above
24 provision may result in Contractor being noncompliant for purposes of future County bids and may be
25 grounds for the termination of this Agreement at the option of County.

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1 H. Pay for the following:

2 1. Salaries paid to Contractor's staff and employees providing Services within the

3 Brix/Mercer Complex and Animal Shelter, including associated payroll taxes, withholdings, insurance
4 and fringe benefits.

5 2. The cost of all janitorial supplies is necessary to carry out Services, except for those

6 items listed in Section 2.B herein.

7 3. All chemicals, cleaners, disinfectants, etc. (and their substitutes) are to be approved by

8 County's DPH Director or designee.

9 4. The cost of providing and maintaining janitorial equipment and back-up equipment

10 necessary to provide Services when scheduled (e.g. vacuums, wet dry pickups, floor buffers,

11 automatic scrubbing and buffing machines, maids' carts and buckets).

12 5. The cost of providing forms for quality control and cost control.

13 6. Office equipment (if required), and other stationery and postage costs incurred in the
14 implementation of this Agreement.

15 7. The cost of travel, training and any other visits to the Brix/Mercer Complex and Animal
16 Shelter, including transportation and room and board of Contractor's staff.

17 8. The cost of training material such as films, slides, literature and training manuals.

18 9. County maintains the right to attend and monitor training classes given to Contractor's
19 staff.

20 I. Complete a walk-through of the Brix/Mercer Complex and Animal Shelter with County's
21 DPH Coordinator and assign County Maintenance Janitor one time per month for quality control
22 purposes. County's DPH Coordinator may adjust this walk-through based on Contractor performance
23 with written notice to Contractor indicating the change in frequency.

24 J. Check and maintain County's Janitorial Communication Log Book daily, making written
25 notations regarding what actions were taken to remedy and alleviate complaints.

26 K. Furnish County with current Safety Data Sheets (SDS) on all hazardous substances,
27 including but not limited to cleaning compounds and disinfectants utilized in the Brix/Mercer Complex
28 and Animal Shelter. Contractor shall also maintain and make readily accessible in the Brix/Mercer

1 Complex and Animal Shelter an SDS for all hazardous substances in accordance with Title 8 of the
2 California Code of Regulations Section 5194.

3 L. Coordinate and schedule the work with County's DPH Director or designee, so that any
4 interruption to County's normal business operations is kept to a minimum.

5 **Article 2**

6 **County's Responsibilities**

7 2.1 The County shall designate an individual to coordinate with Contractor and provide the
8 appropriate contact information of such designee to Contractor.

9 2.2 Be responsible for the cost of the following:

10 A. Plastic liners for trash baskets and plastic bags for trash removal from the Brix/Mercer
11 Complex and Animal Shelter.

12 B. Toilet paper, paper towels and hand soap are necessary to keep all bathrooms and
13 toilets in all areas of the Brix/Mercer Complex and Animal Shelter always stocked.

14 C. Toilet seat covers.

15 D. Pest Control services.

16 E. Cleaning of all outside windows (except as noted in Revised Exhibit B).

17 F. All electric power.

18 G. Walk-off mats.

19 **Article 3**

20 **Compensation, Invoices, and Payments**

21 **3.1. Compensation.** The County agrees to pay, and the Contractor agrees to receive,
22 compensation for the performance of its services under this Agreement as described in Exhibit E to
23 this Agreement, titled "Compensation." Specifically, County agrees to pay CONTRACTOR and
24 CONTRACTOR agrees to receive compensation as outlined in Quotation Schedule I for actual
25 Services performed pursuant to the term and conditions of this Agreement at the rate of Ten Thousand
26 Six Hundred Seventy and 76/100 Dollars (\$10,670.76) per month (or proration thereof) for the
27 Brix/Mercer Complex, the rate of Three Thousand Five Hundred Fifteen and 07/100 Dollars
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1 (\$3,515.07) per month (or proration thereof) for the Animal Shelter. County agrees to pay contractor a
2 three percent (3%) annual increase after year 1 as reflected in Exhibit E.

3 COUNTY reserves the right to exercise Quotation Schedule II and CONTRACTOR agree to extend
4 this right to receive compensation for actual Services performed pursuant to the term and conditions of
5 this Agreement at the rate of Eight Thousand Nine Hundred Seventy and No/Dollars (\$8,970.00) per
6 month (or proration thereof) for the Brix/Mercer Complex, the rate of Two Thousand Nine Hundred
7 Eighty-Seven and 81/100 Dollars (\$2,987.81) per month (or proration thereof) for the Animal Shelter.
8 COUNTY will provide written notice no less than thirty (30) days to CONTRACTOR of right to exercise
9 Quotation Schedule II.

10 Cost for special cleaning services (e.g. waxing, extra window washing, blind washing) not identified
11 in Exhibits A, B, C, and D, but requested and authorized by COUNTY's DPH Director or designee,
12 shall be paid by COUNTY to CONTRACTOR at the rate of Thirty-Five and No/Dollars (\$35.00) per
13 hour.

14 **3.2. Maximum Compensation.** The maximum compensation payable to the Contractor under this
15 Agreement is Nine Hundred Twenty-Eight Thousand Seven Hundred Seventy-Three and 98/100
16 Dollars (\$928,773.98) over the term of this Agreement. In no event shall special cleaning services
17 performed under this Agreement be in excess of Five Thousand and No/Dollars (\$5,000.00) for each
18 twelve (12) month period of this Agreement. The Contractor acknowledges that the County is a local
19 government entity, and does so with notice that the County's powers are limited by the California
20 Constitution and by State law, and with notice that the Contractor may receive compensation under
21 this Agreement only for services performed according to the terms of this Agreement and while this
22 Agreement is in effect, and subject to the maximum amount payable under this section. The
23 Contractor further acknowledges that County employees have no authority to pay the Contractor
24 except as expressly provided in this Agreement.

25 **3.3. Invoices.** The Contractor shall submit monthly invoices to dphboap@fresnocountyca.gov.
26 Said invoice shall include routine and recurring janitorial services as well as special cleaning
27 expenses, if applicable, by line items, specifying said special services performed, amount of time
28 invoiced for special service, and the cost of such special cleaning service. The Contractor shall submit

1 each invoice within 60 days after the month in which the Contractor performs services and in any case
2 within 60 days after the end of the term or termination of this Agreement.

3 **3.4. Payment.** The County shall pay each correctly completed and timely submitted invoice within
4 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the
5 invoice. If Contractor should fail to comply with any provision of this Agreement, County shall be
6 relieved of its obligation for further compensation.

7 **3.5. Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses
8 that are not specified as payable by the County under this Agreement. It is understood that all
9 expenses incidental to Contractor's performance of services under this Agreement shall be borne by
10 Contractor.

11 Article 4

12 Term of Agreement

13 **4.1. Term.** The term of this Agreement shall be for a period of three (3) years, commencing on
14 January 1, 2026 through and including December 31, 2028.

15 **4.2. Extension.** This Agreement may be extended for two (2) additional consecutive twelve (12)
16 month periods upon County's DPH Director, or his or her designee, providing Contractor written notice
17 of each extension one hundred and twenty (120) days prior to the first day of the next twelve (12)
18 month extension period. The County's DPH Director, or his or her designee is authorized to execute
19 such written notice of extension on behalf of County based on Contractor's satisfactory performance.
20 The extension of this Agreement by the County is not a waiver or compromise of any default or breach
21 of this Agreement by the Contractor existing at the time of the extension whether or not known to the
22 County.

23 Article 5

24 Notices

25 **5.1. Contact Information.** The persons and their addresses having authority to give and receive
26 notices provided for or permitted under this Agreement include the following:

27 For the County: Director, Department of Public Health County of Fresno P.O. Box 11867 Fresno,
28 CA 93775 DPHContracts@fresnocountyca.gov

1 For the Contractor: Jaime Jacobo, General Manager CCS Facility Services 2695 North Fowler
2 Avenue Suite 110A Fresno, CA 93727

3 **5.2. Change of Contact Information.** Either party may change the information in section 5.1 by
4 giving notice as provided in section 5.3.

5 **5.3. Method of Delivery.** Each notice between the County and the Contractor provided for or
6 permitted under this Agreement must be in writing, state that it is a notice provided under this
7 Agreement, and be delivered either by personal service, by first-class United States mail, by an
8 overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document
9 Format (PDF) document attached to an email.

10 A. A notice delivered by personal service is effective upon service to the recipient.

11 B. A notice delivered by first-class United States mail is effective three County business
12 days after deposit in the United States mail, postage prepaid, addressed to the recipient.

13 C. A notice delivered by an overnight commercial courier service is effective one County
14 business day after deposit with the overnight commercial courier service, delivery fees prepaid, with
15 delivery instructions given for next day delivery, addressed to the recipient.

16 D. A notice delivered by telephonic facsimile transmission or by PDF document attached to
17 an email is effective when transmission to the recipient is completed (but, if such transmission is
18 completed outside of County business hours, then such delivery is deemed to be effective at the next
19 beginning of a County business day), provided that the sender maintains a machine record of the
20 completed transmission.

21 **5.4. Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this
22 Agreement establishes, waives, or modifies any claims presentation requirements or procedures
23 provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
24 beginning with section 810).

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Article 6

Termination and Suspension

6.1. Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- A. Modify the services provided by the Contractor under this Agreement; or
- B. Terminate this Agreement.

6.2. Termination for Breach.

A. Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement and must provide at least 30 days for the Contractor to cure the breach.

B. If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

C. For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

1. Obtained or used funds illegally or improperly;
2. Failed to comply with any part of this Agreement;
3. Submitted a substantially incorrect or incomplete report to the County; or
4. Improperly performed any of its obligations under this Agreement.

6.3. Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4. No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5. County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this

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1 Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives
2 the termination of this Agreement.

3 **Article 7**

4 **Funding Source**

5 **7.1. Services Funding Source.** Funding for these services is provided by the [Insert State or
6 Federal Agency Name and program/project title, i.e., California Department of Public Health, through
7 Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016, and/or
8 any other applicable funding made available through legislation; or Funding for these services is
9 provided by the US Department of Health and Human Services, Centers for Disease Control and
10 Prevention – Innovative State and Local Public Health Strategies to Prevent and Manage Diabetes
11 and Heart Disease and Stroke Program (Catalog of Federal Domestic Assistance Number 93.435),
12 and/or any other applicable funding made available through legislation].

13 **7.2. Federal Funding Terms and Conditions**

14 **7.2.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

15 **Exclusion-Lower Tier Covered Transactions.** County and Contractor recognize that Contractor is a
16 recipient of Federal funds under the terms of this Agreement. By signing this Agreement, Contractor
17 agrees to comply with applicable Federal suspension and debarment regulations, including but not
18 limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this
19 Agreement, Contractor attests to the best of its knowledge and belief, that it and its principals:

20 A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
21 voluntarily excluded by any Federal department or agency; and

22 B. Shall not knowingly enter into any covered transaction with an entity or person who is
23 proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
24 voluntarily excluded from participation in such transaction. Contractor shall provide immediate written
25 notice to County if at during any time during the term of this Agreement Contractor learns that the
26 representations it makes above were erroneous when made or have become erroneous by reason of
27 changed circumstances. Contractor shall include a clause titled, "Certification Regarding Debarment,
28 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in

1 nature to this paragraph in all lower tier covered transactions and it all solicitations for lower tier
2 covered transactions. Contractor shall, prior to soliciting or purchasing goods and services in excess of
3 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
4 debarment status at <https://sam.gov/SAM/>.

5 **7.2.2. Property of County.** Contractor agrees to take reasonable and prudent steps to ensure
6 the security of any and all said hardware and software provided to it by County under this Agreement,
7 to maintain replacement-value insurance coverages on said hardware and software of like kind and
8 quality approved by County. All purchases over Five Thousand Dollars (\$5,000) made during the life of
9 this Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an
10 assigned Fresno County Department of Public Health (DPH) Accounting Inventory Number. These
11 fixed assets shall be retained by County, as County property, in the event this Agreement is terminated
12 or upon expiration of this Agreement. Contractor agrees to participate in an annual inventory of all
13 County fixed assets and shall be physically present when fixed assets are returned to County
14 possession at the termination or expiration of this Agreement. Contractor is responsible for returning to
15 County all County owned fixed assets upon the expiration or termination of this Agreement.

16 **7.2.3. Prohibition on Publicity.** None of the funds, materials, property or services provided
17 directly or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or
18 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
19 promotion. Notwithstanding the above, publicity of the services described in Paragraph One (1) of this
20 Agreement shall be allowed as necessary to raise public awareness about the availability of such
21 specific services when approved in advance by the County's DPH Director or designee for such items
22 as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
23 expense(s).

24 **7.2.4. Conflict of Interest.** No officer, employee or agent of the County who exercises any
25 function or responsibility for planning and carrying out of the services provided under this Agreement
26 shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee
27 of the County shall be employed by the Contractor under this Agreement to fulfill any contractual
28 obligations with the County. Contractor shall comply with all Federal, State of California and local

1 conflict of interest laws, statutes and regulations, which shall be applicable to all parties and
2 beneficiaries under this Agreement and any officer, employee or agent of the County.

3 **7.2.5. Change of Leadership/Management.** In the event of any change in the status of
4 Contractor's leadership or management, Contractor shall provide written notice to County within thirty
5 (30) days from the date of change. Such notification shall include any new leader or manager's name,
6 address and qualifications. "Leadership or management" shall include any employee, member, or
7 owner of Contractor who either a) directs individuals providing services pursuant to this Agreement, b)
8 exercises control over the manner in which services are provided, or c) has authority over Contractor's
9 finances.

10 **7.2.6. Lobbying Activity.** None of the funds provided under this Agreement shall be used for
11 publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the
12 Congress of the United States of America or the Legislature of the State of California.

13 **7.2.7. State Energy Conservation.** Contractor must comply with the mandatory standards and
14 policies relating to energy efficiency, which are contained in the State Energy Conservation Plan
15 issued in compliance with 42 United States (US) Code sections 6321, et. seq.

16 **7.2.8. Clean Air and Water.** In the event the funding under this Agreement exceeds One
17 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all applicable
18 standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et
19 seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any standards, laws and
20 regulations, promulgated thereunder. Under these laws and regulations, Contractor shall assure:

21 A. No facility shall be utilized in the performance of the Agreement that has been listed on
22 the Environmental Protection Agency (EPA) list of Violating Facilities;

23 B. County shall be notified prior to execution of this Agreement of the receipt of any
24 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be
25 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
26 Violating Facilities;

27 C. County and U.S. EPA shall be notified about any known violation of the above laws and
28 regulations; and,

D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

7.3. Single Audit Clause. If Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200. Contractor shall submit said audit and management letter to County. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, Contractor must include a corrective action plan signed by an authorized individual. Contractor agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to County's DPH Administration for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County performing the necessary audit tasks, or at the County's option, contracting with a public accountant to perform said audit, or, may result in the inability of County to enter into future agreements with the Contractor. A single audit report is not applicable if all Contractor's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or Contractor's federal funding is through Medi-Cal.

Article 8

Confidentiality

8.1. Confidentiality. All services performed by the Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

Article 9

Independent Contractor

9.1. Status. In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is always acting and performing as an independent contractor, in an

1 independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or
2 associate of the County.

3 **9.2. Verifying Performance.** The County has no right to control, supervise, or direct the
4 manner or method of the Contractor's performance under this Agreement, but the County may verify
5 that the Contractor is performing according to the terms of this Agreement.

6 **9.3. Benefits.** Because of its status as an independent contractor, the Contractor has no right
7 to employment rights or benefits available to County employees. The Contractor is solely responsible
8 for providing to its own employees all employee benefits required by law. The Contractor shall hold the
9 County harmless from all matters relating to the payment of Contractor's employees, including
10 compliance with Social Security withholding and all related regulations.

11 **9.4. Services to Others.** The parties acknowledge that, during the term of this Agreement, the
12 Contractor may provide services to others unrelated to the County.

13 Article 10

14 Indemnity and Defense

15 **10.1. Indemnity.** The Contractor shall indemnify and hold harmless and defend the County
16 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
17 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any
18 kind to the County, the Contractor, or any third party that arise from or relate to the performance or
19 failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under
20 this Agreement. The County may conduct or participate in its own defense without affecting the
21 Contractor's obligation to indemnify and hold harmless or defend the County.

22 **10.2. Survival.** This Article 10 survives the termination of this Agreement.

23 Article 11

24 Insurance

25 **11.1. Required Policies.** Without limiting the County's right to obtain indemnification from the
26 Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the
27 following insurance policies throughout the term of this Agreement.

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1 **11.1.1. Commercial General Liability.** Commercial general liability insurance with limits of not
2 less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
3 Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include
4 products, completed operations, property damage, bodily injury, personal injury, and advertising injury.
5 The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers,
6 agents, employees, and volunteers, individually and collectively, as additional insureds, but only
7 insofar as the operations under this Agreement are concerned. Such coverage for additional insureds
8 will apply as primary insurance and any other insurance, or self-insurance, maintained by the County
9 is excess only and not contributing with insurance provided under the Contractor's policy.

10 **11.1.2. Automobile Liability.** Automobile liability insurance with limits of not less than One
11 Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must
12 include any auto used in connection with this Agreement.

13 **11.1.3. Workers Compensation.** Workers compensation insurance as required by the laws of
14 the State of California with statutory limits.

15 **11.1.4. Employer's Liability.** Employer's liability insurance with limits of not less than One
16 Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

17 **11.1.5. Professional Liability.** Professional liability insurance with limits of not less than One
18 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars
19 (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on
20 which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to
21 the County annual evidence of insurance for not less than five years after completion of services under
22 this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-
23 made policy with a retroactive date prior to the date on which services begin under this Agreement,
24 then the Contractor shall purchase extended reporting coverage on its claims-made policy for a
25 minimum of five years after completion of services under this Agreement.

26 **11.2. Additional Requirements**

27 **11.2.1. Verification of Coverage.** Within 30 days after the Contractor signs this Agreement,
28 and at any time during the term of this Agreement as requested by the County's Risk Manager or the

1 County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to
2 the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention:
3 Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance
4 and endorsements for all of the coverages required under this Agreement. Each insurance certificate
5 must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its
6 officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and
7 (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and
8 volunteers any amounts paid under any insurance policy required by this Agreement and that waiver
9 does not invalidate the insurance policy. The commercial general liability insurance certificate must
10 also state, and include an endorsement, that the County of Fresno, its officers, agents, employees,
11 and volunteers, individually and collectively, are additional insureds insofar as the operations under
12 this Agreement are concerned. The commercial general liability insurance certificate must also state
13 that the coverage shall apply as primary insurance and any other insurance, or self-insurance,
14 maintained by the County shall be excess only and not contributing with insurance provided under the
15 Contractor's policy. The automobile liability insurance certificate must state that the policy covers any
16 auto used in connection with this Agreement. The professional liability insurance certificate, if it is a
17 claims-made policy, must also state the retroactive date of the policy, which must be prior to the date
18 on which services began under this Agreement.

19 **11.2.2. Acceptability of Insurers.** All insurance policies required under this Agreement must
20 be issued by admitted insurers licensed to do business in the State of California and possessing at all
21 times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

22 **11.2.3. Notice of Cancellation or Change.** For each insurance policy required under this
23 Agreement, the Contractor shall provide to the County or ensure that the policy requires the insurer to
24 provide to the County, written notice of any cancellation or change in the policy as required in this
25 paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall
26 cause the insurer to, provide written notice to the County not less than 10 days in advance of
27 cancellation. For cancellation of the policy for any other reason, and for any other change to the policy,
28 the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30

1 days in advance of cancellation or change. The County in its sole discretion may determine that the
2 failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a
3 breach of this Agreement.

4 **11.2.4. County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance
5 with broader coverage, higher limits, or both, than what is required under this Agreement, then the
6 County requires and is entitled to the broader coverage, higher limits, or both. To that end, the
7 Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager
8 certificates of insurance and endorsements for all of the coverages that have such broader coverage,
9 higher limits, or both, as required under this Agreement.

10 **11.2.5. Waiver of Subrogation.** The Contractor waives any right to recover from the County,
11 its officers, agents, employees, and volunteers any amounts paid under the policy of worker's
12 compensation insurance required by this Agreement. The Contractor is solely responsible to obtain
13 any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver
14 of subrogation under this paragraph is effective whether or not the Contractor obtains such an
15 endorsement.

16 **11.2.6. County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep
17 in effect at all times any insurance coverage required under this Agreement, the County may, in
18 addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence
19 of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the
20 Contractor. The County may offset such charges against any amounts owed by the County to the
21 Contractor under this Agreement.

22 **11.2.7. Subcontractors.** The Contractor shall require and verify that all subcontractors used by
23 the Contractor to provide services under this Agreement maintain insurance meeting all insurance
24 requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide
25 services under this Agreement using subcontractors.

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Article 12

Inspections, Audits, and Public Records

12.1. Inspection of Documents. The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

12.2. State Audit Requirements. If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement. Additional Federal audit requirements may apply if any portion of the compensation to be paid by the County under this Agreement is also provided by Federal funding.

12.3. Public Records. The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

A. The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

B. The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

C. This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

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1 D. This Agreement, and any record or data that the Contractor may provide to the County,
2 is subject to public disclosure as a public record under the California Public Records Act (California
3 Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

4 E. This Agreement, and any record or data that the Contractor may provide to the County,
5 is subject to public disclosure as information concerning the conduct of the people's business of the
6 State of California under California Constitution, Article 1, section 3, subdivision (b).

7 F. Any marking of confidentiality or restricted access upon or otherwise made with respect
8 to any record or data that the Contractor may provide to the County shall be disregarded and have no
9 effect on the County's right or duty to disclose to the public or governmental agency any such record
10 or data.

11 **12.4. Public Records Act Requests.** If the County receives a written or oral request under the
12 CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the
13 County has a right, under any provision of this Agreement or applicable law, to possess or control,
14 then the County may demand, in writing, that the Contractor deliver to the County, for purposes of
15 public disclosure, the requested records that may be in the possession or control of the Contractor.
16 Within five business days after the County's demand, the Contractor shall (a) deliver to the County all
17 of the requested records that are in the Contractor's possession or control, together with a written
18 statement that the Contractor, after conducting a diligent search, has produced all requested records
19 that are in the Contractor's possession or control, or (b) provide to the County a written statement that
20 the Contractor, after conducting a diligent search, does not possess or control any of the requested
21 records. The Contractor shall cooperate with the County with respect to any County demand for such
22 records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure
23 under the CPRA or other applicable law, it must deliver the record or data to the County and assert the
24 exemption by citation to specific legal authority within the written statement that it provides to the
25 County under this section. The Contractor's assertion of any exemption from disclosure is not binding
26 on the County, but the County will give at least 10 days' advance written notice to the Contractor
27 before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The
28 Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under

1 the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such
2 records, or failure to cooperate with the County with respect to any County demand for any such
3 records.

4 **Article 13**

5 **Disclosure of Self-Dealing Transactions**

6 **13.1. Applicability.** This Article 13 applies if the Contractor is operating as a corporation, or
7 changes its status to operate as a corporation.

8 **13.2. Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-
9 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing
10 Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the County before
11 commencing the transaction or immediately after.

12 **13.3. Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party
13 and in which one or more of its directors, as an individual, has a material financial interest.

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15 **Article 14**

16 **General Terms**

17 **14.1. Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement
18 may not be modified, and no waiver is effective, except by written agreement signed by both parties.
19 Notwithstanding the above, changes to object levels in the budget, attached hereto as Exhibit B, that
20 do not exceed ten percent (10%) of the maximum compensation payable to the Contractor, may be
21 made with the written approval of the County's Department of Public Health Director, or designee. The
22 ten percent (10%) budget modification maximum applies to the cumulative adjustments made through
23 the life of the Agreement. Additionally, said budget changes shall not result in any change to the
24 maximum compensation amount payable to Contractor, nor shall it reduce the delivery of services or
25 significantly modify the scope of the services originally intended and approved under this Agreement,
26 as stated herein. The Contractor acknowledges that County employees have no authority to modify
27 this Agreement except as expressly provided in this Agreement.

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1 **14.2. Non-Assignment.** Neither party may assign its rights or delegate its obligations under this
2 Agreement without the prior written consent of the other party.

3 **14.3. Governing Law.** The laws of the State of California govern all matters arising from or related
4 to this Agreement.

5 **14.4. Health Facilities and SB 525 Interpretation.** Contractor and its subcontractors agree and
6 recognize that the Department of Public Health's Brix-Mercer Complex is a "covered health care
7 facility" and is subject to California State Senate Bill 525 (SB 525) and is subject under Health and
8 Safety Code 1206 and is subject under the clinic permit regulations from the Board of Pharmacy which
9 requires rooms to be identified as medical and listed herein Exhibit C, Page 5. Contractor understands
10 and agrees that the Department of Public Health's Brix-Mercer Complex falls below 50% minimum use
11 and time per week of Contractor's services as stipulated in SB 525 and although does qualify as a
12 "covered health care facility" is not subject to the wage laws as described in SB 525. Contractor
13 agrees to document the amount of time staff spend in the aforementioned areas identified in Exhibit C.

14 **14.5. Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,
15 California. Contractor consents to California jurisdiction for actions arising from or related to this
16 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
17 maintained in Fresno County.

18 **14.6. Construction.** The final form of this Agreement is the result of the parties' combined efforts.
19 If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that
20 ambiguity shall not be resolved by construing the terms of this Agreement against either party.

21 **14.7. Days.** Unless otherwise specified, "days" means calendar days.

22 **14.8. Headings.** The headings and section titles in this Agreement are for convenience only and
23 are not part of this Agreement.

24 **14.9. Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be
25 unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties
26 shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and
27 enforceable terms intended to accomplish the parties' original intent.

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1 **14.10. Nondiscrimination.** During the performance of this Agreement, the Contractor shall not
2 unlawfully discriminate against any employee or applicant for employment, or recipient of services,
3 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
4 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
5 age, sexual orientation, military status or veteran status pursuant to all applicable State of California
6 and federal statutes and regulation.

7 **14.11. No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the
8 Contractor under this Agreement on any one or more occasions is not a waiver of performance of any
9 continuing or other obligation of the Contractor and does not prohibit enforcement by the County of
10 any obligation on any other occasion.

11 **14.12. Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between
12 the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes
13 all previous negotiations, proposals, commitments, writings, advertisements, publications, and
14 understandings of any nature unless those things are expressly included in this Agreement. If there is
15 any inconsistency between the terms of this Agreement without its exhibits and the terms of the
16 ///
17 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this
18 Agreement without its exhibits, and then to the terms of the exhibits.

19 **14.13. No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any
20 rights or obligations for any person or entity except for the parties.

21 **14.14. Authorized Signature.** The Contractor represents and warrants to the County that:

22 A. The Contractor is duly authorized and empowered to sign and perform its obligations
23 under this Agreement.

24 B. The individual signing this Agreement on behalf of the Contractor is duly authorized to
25 do so and his or her signature on this Agreement legally binds the Contractor to the terms of this
26 Agreement.

27 **14.15. Electronic Signatures.** The parties agree that this Agreement may be executed by
28 electronic signature as provided in this section.

1 A. An "electronic signature" means any symbol or process intended by an individual
2 signing this Agreement to represent their signature, including but not limited to (1) a digital signature;
3 (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
4 transmitted (for example by PDF document) version of an original handwritten signature.

5 B. Each electronic signature affixed or attached to this Agreement (1) is deemed
6 equivalent to a valid original handwritten signature of the person signing this Agreement for all
7 purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and
8 (2) has the same force and effect as the valid original handwritten signature of that person.

9 C. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
11 beginning with section 1633.1).

12 D. Each party using a digital signature represents that it has undertaken and satisfied the
13 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and
14 agrees that each other party may rely upon that representation.

15 E. This Agreement is not conditioned upon the parties conducting the transactions under it
16 by electronic means and either party may sign this Agreement with an original handwritten signature.

17 **14.16. Counterparts.** This Agreement may be signed in counterparts, each of which is an original,
18 and all of which together constitute this Agreement.

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[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 | CONTRACTOR:

COUNTY OF FRESNO:

3 | CCS FACILITY SERVICES


(Authorized Signature)

(Authorized Signature)

Ent. Bubby Mende

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

Cameron Hall, Regional Vice President

Print Name & Title

(Chairman of the Board, or President or Vice President)

ATTEST:

ANSWER

Bernice E. Golder
Clerk of the Board of Supervisors

CLerk of the Board of Supervisors
County of Fresno, State of California

(Authorized Signature)

Bv:

Hannah

Janet Kiefer/Corporate Controller

Print Name & Title

Print Name & Title
(Corporation, or any Assistant Secretary, or Chief Financial Officer, or any Assistant Treasurer)

2695 N. Fowler Ave. # 110A

Fresno, CA 93727

Mailing Address

FOR ACCOUNTING

FOR
USE ONLY:

Fund: 0001
Subclass: 10000
ORG No.: 5620
Account No.: 7070

Fund: 0001
Subclass: 10000
ORG No.: 56204762
Account No.: 7070

SPECIFICATIONS

DEPARTMENT OF PUBLIC HEALTH FACILITIES

BRIX / MERCER COMPLEX

The Brix/Mercer Complex has a total square footage of approximately 122,000: Brix Building – 82,000 square feet, Mercer Building – 40,000 square feet. In this facility there are six restrooms on the first floor, four on the second floor, two on the mezzanine, four on the third floor, two each on the fourth, fifth and sixth floors, for a total of 22 restrooms in the building. Mop sinks are available on the Brix side of the Brix-Mercer Complex on the Mezzanine Floor and Floors 2-6.

The following is the approximate percentage of the various types of floor coverings in the complex:

Unglazed Ceramic Tile	2.31%
Vinyl tile	4.45%
Vinyl plank	0.50%
Sheet Vinyl	4.60%
Concrete (Equipment Rooms)	24.06%
Terrazzo	2.49%
Carpet	61.58%

ANIMAL SHELTER

The Animal Shelter has a total square footage of approximately 21,000: This facility consists of three buildings with Building 1 having three restrooms, Building 2 having one restroom and two restroom with showers, and Building 3 with two restrooms, for a total of 5 standard restrooms and 2 restrooms with showers. Mop sinks are in each of the buildings.

The following is the approximate percentage of the various types of floor coverings in the complex:

Vinyl tile	4.26%
Concrete	95.74%

CONSUMABLES:

Brix-Mercer Complex

COUNTY DPH provides the following consumables for the Brix-Mercer Complex: Hand sanitizer, Hand soap, hand sanitizer/soap dispensers, toilet paper, multi-fold paper towels, toilet seat covers, trash bags (various sizes). CONTRACTOR shall not include consumables in bid for Brix-Mercer Complex.

Animal Shelter

COUNTY DPH does not provide consumables. CONTRACTOR shall include in bid for Animal Shelter costs including consumables.

HEALTH FACILITIES:

The Department currently does have healthcare facilities located within the Brix-Mercer Complex. This does make the Brix-Mercer Complex subject to California State Senate Bill 525 (SB 525), a law that includes health care clinics, specifically Health and Safety Code 1206 which we are under. In addition, this identification of a clinic brings us into complying with Board of Pharmacy regulations and obtaining a clinic permit from the Board of Pharmacy. Board of Pharmacy requires us to identify room numbers in their permit process. In our case, this applies to the rooms designated in Exhibit C, Page 5. Contractor will be required to document the amount of time that staff spend in these areas. Under advisement of our County Counsel, the County and the Department is providing this information regarding the understanding of the law of SB 525. For a detailed answer and understanding of the logic, please read below.

In reviewing the DIR website FAQs, we do not meet the 50% threshold as the clinic spaces are less than 50% of our entire building. Meaning that the workers are not spending 50% of their time cleaning clinic spaces in our building.

Are employees of contractors or subcontractors of covered health care facilities covered by the new law?
Employees of subcontractors or contractors are covered by the new health care minimum wage if:

- a. The worker provides health care services or services supporting the provisions of healthcare,

(Yes)

AND

The worker's employer (the contractor or subcontractor) contracts with a "covered health care facility" directly or through a contractor or subcontractor to provide healthcare services or services supporting the provision of health care, **(Yes)**

AND

- b. The health care facility operates as a joint employer of the worker (engages, suffers, or permits the employee to work or exercises control of the employees' wages hours, or working conditions) **(No)**

OR

the worker spends more than 50% of their time in a workweek performing work at the covered health care facility. **(We currently utilize about 5% of the building as clinic space pursuant to Health and Safety Code 1206 which means this would fall below the 50% of their time in those areas that are a health care facility.)**

SCHEDULE OF JANITORIAL SERVICES

DEPARTMENT OF PUBLIC HEALTH

TIMES OF CLEANING: Cleaning of the Department of Public Health (DPH), Brix/Mercer Complex, Animal Shelter, and are to be done with as little hindrance of the COUNTY staff, COUNTY facility occupied by Fresno Humane Animal Services staff, and clients as possible.

All work must be performed Monday through Friday for the Brix/Mercer Complex, Sunday through Saturday for the Animal Shelter and upon open testing days at testing sites, unless otherwise scheduled and agreed upon between both parties. Even if the office door is locked, the office will still require cleaning. Some offices require being locked due to HIPAA confidentiality requirements. Signage will be placed on any office door when requested by staff not to clean.

All areas are to be cleaned prior to 8:00 a.m. or after 5:00 p.m. unless otherwise requested by the COUNTY's DPH Coordinator. Historically, the COUNTY has only required the CONTRACTOR to perform work between 8:00 a.m. and 5:00 p.m. when the CONTRACTOR has failed to complete the work on the prior shift.

ONCE PER DAY CLEANING:

1. Vacuum all carpets thoroughly:
 - A. Under and around furniture.
 - B. Corners, behind doors and along the baseboards.
 - C. Spot clean spills, stains, remove gum, staples, paper clips and debris around/underneath furniture, corners, etc.
2. Empty all wastebaskets and waste containers and replace liners as needed at all facilities. Replace liners daily in Specialty, Chest, and Immunization Clinics on the 1st floor of the Brix/Mercer Complex Building. Empty all waste containers in the exterior DoggiPot stations around the front entrance of the Animal Shelter. Do not empty trash or recycle in Building #3, Dog Holding Rooms of the Animal Shelter. Dispose of the recyclable waste and solid waste in the appropriate waste containers located in the outside waste enclosures. Any confidential shredding bins (grey bins) are not part of the janitorial schedule and fall outside the scope of work.
3. Damp wipe and sanitize all counters using a COVID-19 EPA approved disinfectant
4. Dusting:
 - A. Top of desks - if desk has been cleared off by employee.
 - B. Windowsills - if windowsills have been cleared off by employees.
 - C. File cabinets, chairs, tables and miscellaneous furniture.
5. Dust (with treated mop), spot clean and damp mop hard surface floors. The Lab floors shall be treated according to the "Infection Control Cleaning Requirements for Clinic Areas" (Exhibit C). The exception is no dusting, sweeping, or mopping in cat holding area located in Building #1 of the Animal Shelter
6. Clean, sanitize, and polish drinking fountains using a COVID-19 EPA approved disinfectant.

7. Clean elevators, as applicable at all facilities:
 - A. Stainless steel areas are to be cleaned with a metal polish.
 - B. Wipe and remove residue from walls using a COVID-19 EPA approved disinfectant.
 - C. Elevator Floors - hard surface floors will be dusted with a treated mop and damp mopped; carpets, where applicable, are to be vacuumed
 - D. Elevator tracks are to be cleaned and vacuumed.
8. Clean up all spillage throughout all facilities.
9. Wash first floor windows of the Brix/Mercer Complex and Animal Shelter, inside and out and wash metal window ledges, in front and back of facility. Note: the glass windows are approximately eight (8) feet high and include two (2) large nine (9) foot high windows.
10. Clean all entry/exit doors and door glass, inside and outside; includes front and back of the Brix/ Mercer Complex and Animal Shelter Buildings.
11. Dust with treated/damp mop inside entry tile and terrazzo floors at Brix/Mercer Complex.
12. Empty all trash into containers provided by the disposal service.
NOTE: Building doors should not remain open during this procedure.
13. Restrooms:
 - A. Floors are to be mopped with a disinfectant approved by DPH Facilities.
 - B. Fixtures on the sinks, toilets, urinals, and the mirrors are to be cleaned with a COVID-19 EPA approved disinfectant.
 - C. Toilets and urinals, plus the surrounding wall areas, are to be cleaned with a COVID-19 EPA approved disinfectant.
 - D. Sinks are to be cleaned with a powder cleanser containing bleach, if permitted by the manufacturer.
 - E. Tile and marble areas, surrounding sinks, are to be cleaned using a COVID-19 EPA approved disinfectant.
 - F. Empty wastebasket containers.
 - G. Refill toilet paper, paper towel, soap dispensers and seat covers.
 - H. Other cleaning agents to remove resistant soil, polish metal, or preserve floors should be used as needed, after any required treatment with disinfectant cleaner.
 - I. Clean/polish all toilet paper, paper towel and soap dispensers.
 - J. Unlock restroom stall doors.
 - K. Unclog toilets where needed.
 - L. Clean and disinfect infant diaper changing stations, where located, using a COVID-19 EPA approved disinfectant
14. Spot clean walls, doors, door handles, door jams and area around light switches using a COVID-19 EPA approved disinfectant.
15. Remove graffiti on interior and exterior of building.
16. Dispose empty boxes, cardboard and miscellaneous materials that are identified as trash.
17. Clean/vacuum plastic chair mats.
18. Damp wipe and clean waiting area chairs and benches in all first-floor clinics and main lobby using a COVID-19 EPA approved disinfectant.

19. Spot clean main display case window glass in front of first floor receptionist area and all other glass enclosed bulletin boards throughout.
20. Spot clean walls and/or side of desks adjacent to trash containers.
21. Vacuum floor slats within the entry door areas.
22. Clean and polish all sinks and sink fixtures.
23. Clean and wipe brass door of the Brix/Mercer Complex building, 1st floor.
24. Clean all stainless-steel doors plates at Animal Shelter.
25. Clean and furniture polish the tabletops at the following conference room locations in the Brix/Mercer Complex Building:
 - A. Mezzanine M45
 - B. Room 120
 - C. Room 241
 - D. Room 341
 - E. Room 346
 - F. Room 357
 - G. Room 407
 - H. Room 504
 - I. Room 523
 - J. Room 620

26. Clean and furniture polish the tabletops at the following conference room locations in the Animal Shelter Building:
 - A. Building 1, Room 115
 - B. Building 2, Room 208
27. Clean all janitorial sinks.
28. Clean shower stalls in Building 2, Room 204 and 206 in Animal Shelter

WEEKLY CLEANING:

1. Sweep and damp mop or spot clean stairwells and stairwell landings in all stairwells. Also, clean safety handrails and banisters of stairwells using COVID-19 EPA approved disinfectant.
2. Clean 2nd Floor windows, door glass, metal window ledges, and metal door frames which lead to the courtyard area (inside and out, approximately eight [8] feet high).
3. Clean and polish metal corner on all floors.
4. Dust offices and cubicles.
5. Remove cobwebs on the interior and exterior where visible

BI-MONTHLY CLEANING: (Twice per Month- Schedule to be determined and mutually agreed upon by Contractor an DPH Coordinator.)

1. Restrooms:
 - A. Floors MUST be machine scrubbed with a disinfectant cleaner approved by the COUNTY's DPH Coordinator.
 - B. The partitions, walls and stainless steel are to be cleaned with a non-streaking COVID-19 EPA approved disinfectant approved by the COUNTY's DPH Coordinator.
2. Mopping, stripping, waxing and buffing of 1st Floor terrazzo tile floors inside and outside the building to ensure the floors are kept in the highest state of cleanliness, appearance and safety.
3. Clean 2nd Floor courtyard area (Brix Building).

NOTE: Floor work may be performed on Saturdays if pre-arranged with the County's DPH Facilities.

MONTHLY CLEANING:

1. Mopping, stripping, waxing and buffing of tile, terrazzo, and vinyl floors to ensure the floors are kept in the highest state of cleanliness, appearance and safety:
Animal Shelter – Building 1, Room 105
Animal Shelter – Building 2, Room 218

All other floors have tile in bathrooms only. Bathroom schedules are included in the Bi-Monthly cleaning schedule.
2. Clean interior and exterior trash containers.
3. Wash all interior partition (modular furniture) window glass on both sides.
4. Clean heating and cooling intake/exhaust vents on floors and ceilings.
5. Clean light fixtures.
6. Brix/Mercer Complex Buildings - 1st Floor - clean baseboard monthly and/or as needed.
7. Vacuum with crevice tool along top of wall and ceiling edge to remove collected dust.
8. Polish and buff brass door and surrounding brass on the Brix/Mercer Complex building, 1st floor.
9. Clean and wood polish the wood trim base boards, picture rails, doors, and door frames in the executive are on the Brix/Mercer Complex Building, 6th Floor, Rooms 607-611.

QUARTERLY CLEANING:

1. Mopping, stripping, waxing and buffing of all tile and vinyl floors to ensure the floors are kept in the highest state of cleanliness, appearance and safety.

Brix/Mercer Complex – 2nd Floor, Room 227, 241 - stripped, waxed, buffed.
Brix/Mercer Complex - 3rd Floor, Room 375 - stripped, waxed, buffed.
Brix/Mercer Complex - 4th Floor, Room 444 - stripped, waxed, buffed
Brix/Mercer Complex - 6th Floor, Room 626 - stripped, waxed, buffed.

2. Bonneting and extracting of carpet to ensure the carpeted floors are kept in the highest state of cleanliness, appearance and safety.

INFECTION CONTROL CLEANING REQUIREMENTS FOR CLINIC AREAS

I. Cleaning Materials

A. Equipment

1. A floor cleaning machine incorporating a wet vacuum shall be used. This machine must be in good working order and must be maintained in sanitary condition.
2. When floor is not cleaned by machine, mops, cloths, and buckets should be maintained as follows:
 - a. Buckets should be cleaned, sanitized, and dried after use.
 - b. Mops should be hot-water laundered, sanitized, and dried after each day's use. This will require durable mops that can withstand laundering.
 - c. Cloths must be hot-water laundered, sanitized, and dried after use.
 - d. Disposables should be discarded after use, as they cannot be adequately cleaned or sanitized.

B. Cleaning Compounds for Clinic Areas

1. Disinfectant is used for cleaning spills, secretions, counter tops, and durable patient contact surfaces.
 - a. The specific disinfectant required for this application shall have proven activity against COVID-19 and Hepatitis B virus and shall be used at recommended dilutions. Currently, it is recommended to use 0.5% hypochlorite, a 1/10 dilution of household bleach. This dilution must be made up fresh daily. Chlorine's disinfecting ability is destroyed by organic compounds, so the bleach solution needs to be kept in a clean container and not mixed with other cleaning compounds. If the Contractor is not permitted to use this solution, it will be indicated, and an alternative will be submitted to DPH's Coordinator for approval.
 - b. Because hypochlorite may degrade surfaces, another product may be substituted in the future with prior approval from DPH's Coordinator. To be considered, a product must meet the following criteria:
 - It must be registered with the Environmental Protection Agency (EPA) as a disinfectant
 - It must have documented cidal activity against Hepatitis B virus, HIV, COVID-19, and Tuberculosis.
 - It must be less harsh on surfaces than 0.5% hypochlorite.
 - It must be less toxic to users than 0.5% hypochlorite.

- It must be more cost effective than 0.5% hypochlorite.

2. Disinfectant Cleaner is used for routine cleaning of floors, walls, and other non-patient contact or sensitive surfaces.

- a. The product used must be a one-step cleaner and disinfecting agent that has good cleaning and disinfecting properties, without staining or hazard.
- b. The product used must be among those EPA registered as a hospital disinfectant. It must be capable of one-step cleaning and disinfecting. It must be non-hazardous and non-staining.
- c. With prior DPH approval, other compounds that can demonstrably meet these criteria may be added to this list of possibilities. DPH reserves the right to remove compounds from this list, for reasons of cost or inefficiency.

C. Other Cleaning Equipment and Compounds

1. Broken glass should never be picked up by hand. Brooms and dustpans shall be utilized for this chore.
2. Other cleaning agents to remove resistant soil, polish metal, or preserve floors and cabinetry must be used as needed, after any required treatment with disinfectant cleaner.

D. Apparel Requirements

1. Closed toe non-slip footwear is required. Sandals or open-toed footwear is not permitted.
2. Plastic or rubber gloves and a face covering that covers the nose and mouth shall be worn when handling contaminated material or disinfectant/cleaning compounds.
3. Other coverings may be worn to protect clothing from harsh cleaning compounds.

Skin shall not be exposed, particularly to the nose, mouth, legs and arms, while utilizing contaminated material or disinfectant/cleaning compounds.

II. Cleaning Procedures for Clinic Areas

A. Coordination of Work

1. Cleaning crew will check the Janitorial Communication Logbook at the end of the Clinic hours to see if special cleaning is needed.
2. Cleaning done routinely in blood drawing areas will be scheduled for times when clinics are not in progress.

B. Floors

1. Clinic area carpets will be thoroughly dry vacuumed daily and shampooed quarterly. All sheet vinyl will be mopped daily with a disinfectant. Carpeting in clinical areas should not be moistened more than is necessary. Moisture in carpets increases odors and volume of microorganisms.
2. Linoleum floors in Clinic areas:
 - a. Treated dust mops shall not be used. Daily vacuuming is preferred for picking up gross soil. Any wet vacuuming shall use a disinfectant solution from the EPA approved list of hospital disinfectants.
 - b. Floors should be wet mopped daily with a disinfectant-cleaner solution to effect one-step cleaning and disinfection. Only if there is heavy soil deposition would preliminary cleaning be indicated.
 - c. Floors should be lightly scrubbed, spot-waxed and re-polished as needed between stripping.
 - d. Floors should be stripped and waxed once per month.

C. Counter Tops

1. Counter tops in clinical areas should be cleaned and sanitized daily with a disinfectant (1/10 bleach solution).

D. Infectious Waste

1. Red plastic bag liners in the Clinic areas should **not** be picked up.
2. Red plastic "sharps" containers should **not** be handled or emptied by Contractor. Clinicians are responsible for sealing them and placing them into infectious waste cans. Please immediately report any open "sharps" containers left unlocked after Clinic hours, or any "sharps" (needles, lancets) loose in the large infectious waste containers.
3. All "sharps" containers are handled by a third-party medical waste contractor.

E. Walls

Walls shall be cleaned weekly and when visibly soiled using a detergent. In the following areas, a COVID-19 EPA approved disinfectant cleaner solution shall be utilized for cleaning.

1. Any wall next to an exam table, where body secretions may be found on the wall.
2. Wall near infectious waste can.
3. Wall behind counter tops.

F. Sinks

1. Sinks in clinical areas shall be cleaned daily with COVID-19 EPA approved disinfectant cleaner and polished as needed. Any bodily secretion residues should be first treated as spills. (See below.)
2. Paper towels, exam table paper, and liquid hand soap must be kept stocked daily.

G. Exam Furniture

1. Exam furniture should be cleaned weekly and as needed using a COVID-19 EPA approved disinfectant cleaner to remove visible soil.

H. Spills

1. If apparent spills are discovered after hours, DPH Facilities shall be notified the following day via e-mail at dphjanitorial@fresnocountyca.gov electronic mailbox, and this procedure should be used immediately by janitorial staff.
 - a. Gloves shall be worn during all spill clean-ups.
 - b. Drop paper towels onto the area to blot and contain spill.
 - c. Deposit all contaminated disposable clean-up materials in the infectious waste containers.
 - d. Flood with disinfectant (1/10 bleach), working from the spill or stain perimeter inward.
 - e. Remove used gloves and dispose of them into infectious waste containers. Wash hands for 10-15 seconds using soap and running water.

I. Designated Clinic Areas

The following room numbers and locations are designated Clinic areas, requiring infection control cleaning as outlined above.

Immunization	Rooms 179, 180, 181, 182, 183, 184
Chest Clinic	Rooms 164, 185, 187, 188, 189, 190A, 190B, 190C, 192
Special Services	Rooms 142, 143, 146, 149

J. Health Care Clinics Area and Senate Bill 525 (SB 525)

The following room numbers and locations are designated Health Care Clinic areas and are subject to SB 525, a law that includes health care clinics, specifically Health and Safety Code 1206 which we are under. We currently utilize about 5% of the building as clinic space pursuant to Health and Safety Code 1206 which means this would fall below the 50% of their time in those areas that are a health care clinic as noted in SB 525. All time spent in this clinic area will be documented to maintain a record of hours worked in the designated Health Care Clinic Area and total hours worked in the Brix-Mercer Complex. The above law does not apply to the Animal Shelter.

Immunization	Rooms 179, 180, 181, 182, 183, 184
Chest Clinic	Rooms 164, 185, 187, 188, 189, 190A, 190B, 190C, 192
Special Services	Rooms 142, 143, 146, 149

CARPET CLEANING SCHEDULE

BRIX / MERCER COMPLEX

FRESNO COUNTY ANIMAL SHELTER

The following floor plans pertain to the carpet cleaning schedule and indicate the frequency of service and area of service for each floor.

The frequency of service shall be indicated in each floor legend.

Frequencies are as follows:

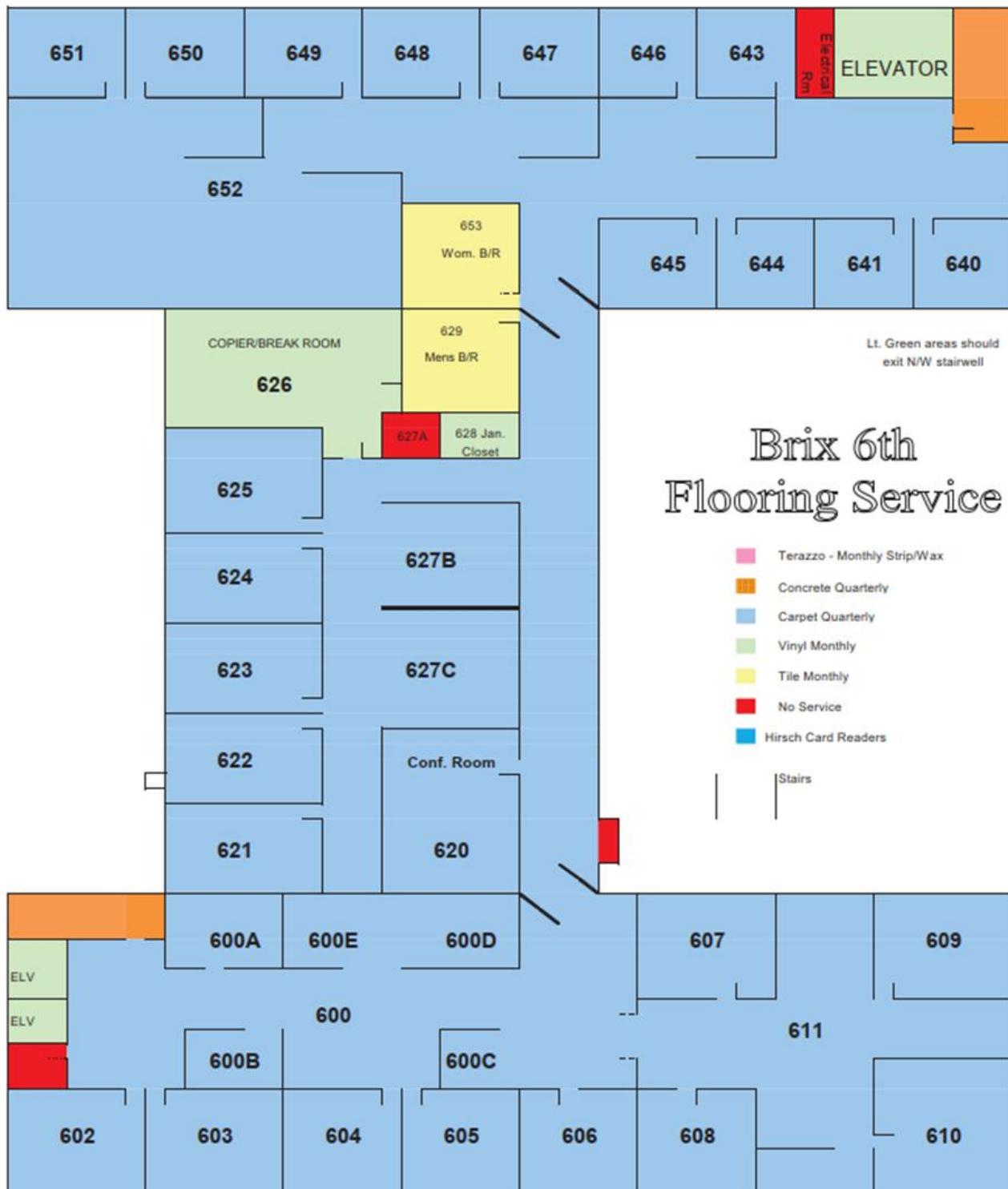
Quarterly – Four (4) times a year or every three (3) months.

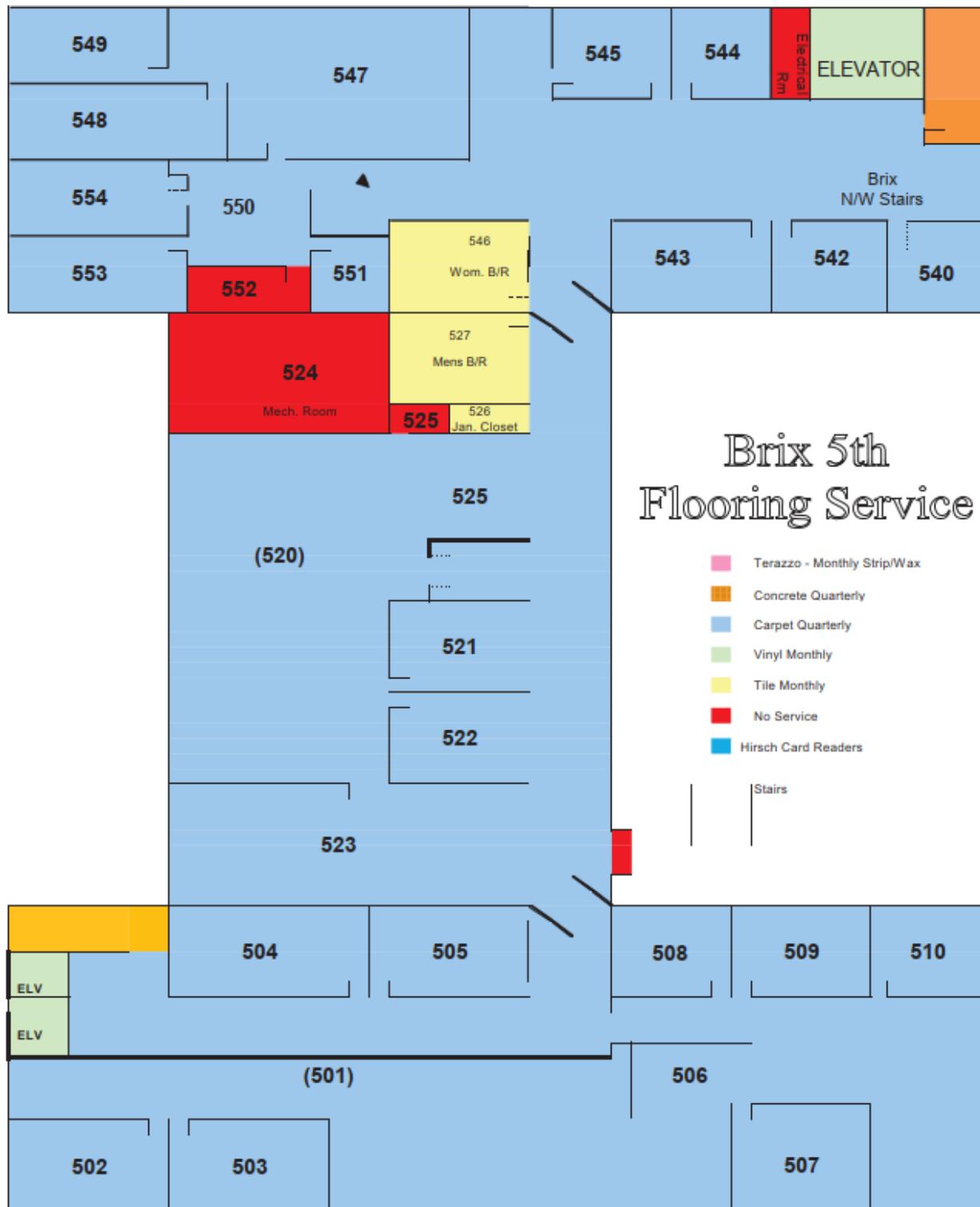
Monthly* – Once every calendar month.

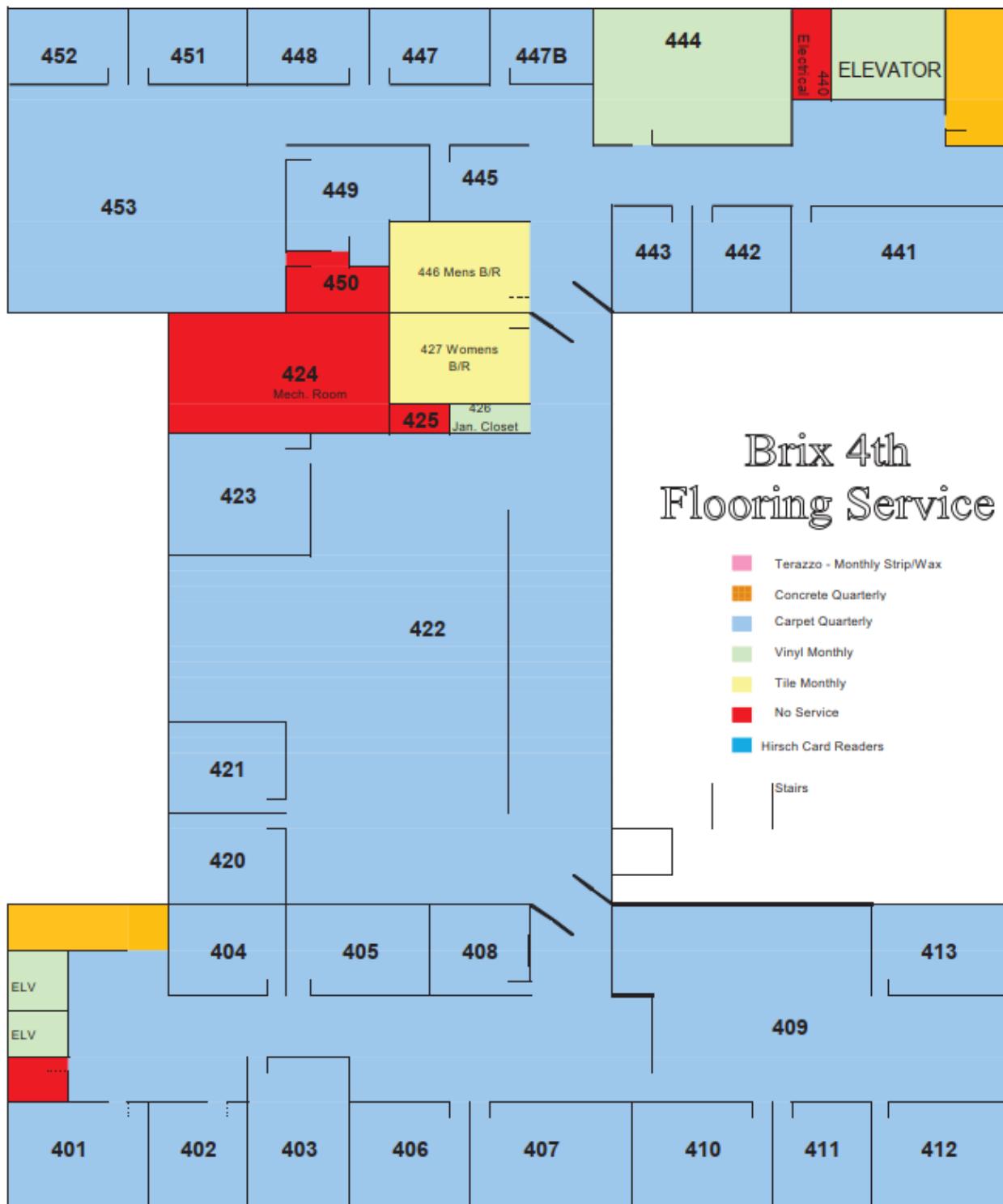
*This also includes the high traffic carpeted areas, Room 120 and Brix/Mercer Building Lobby area in front of Room 120, 3rd Floor Brix Building, Brix/Mercer Building Front Lobby area, 3rd Floor Brix Building, rear elevator landing and hallway, 3rd Floor Mercer Building back waiting area and the hallway from the back elevator to the front elevator.

Bi-Monthly – Twice every calendar month.

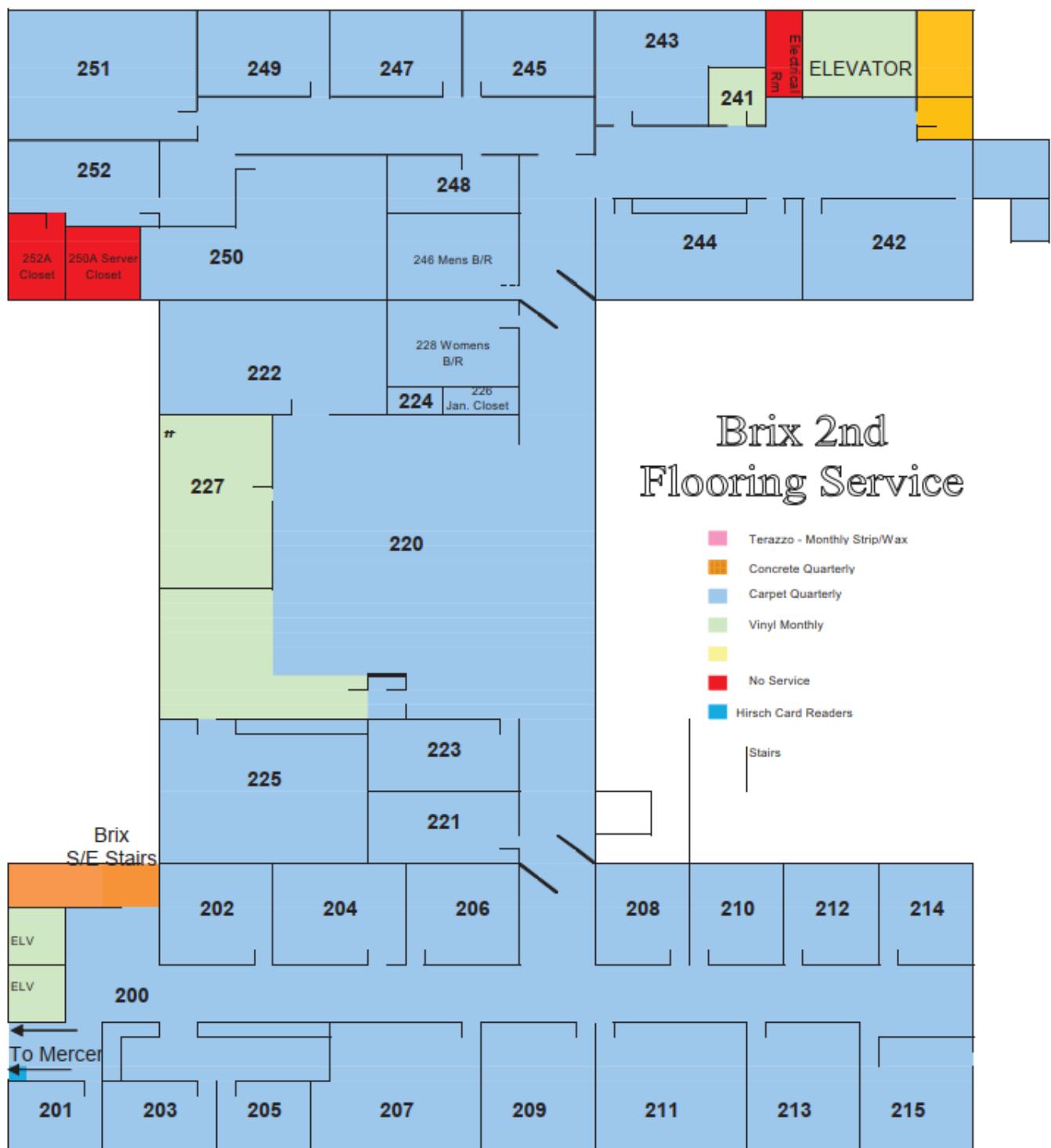
No Service – No floor maintenance service necessary.



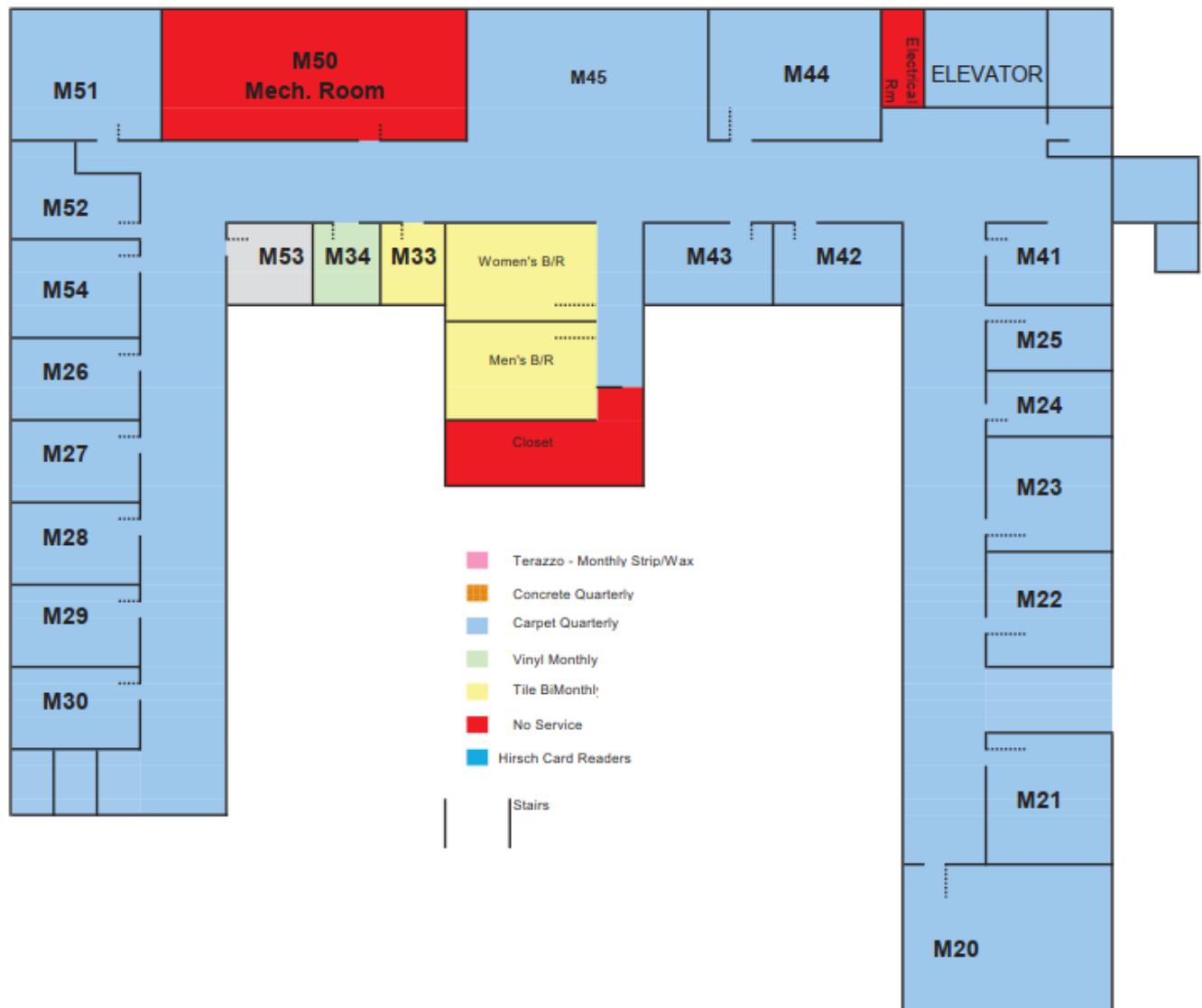


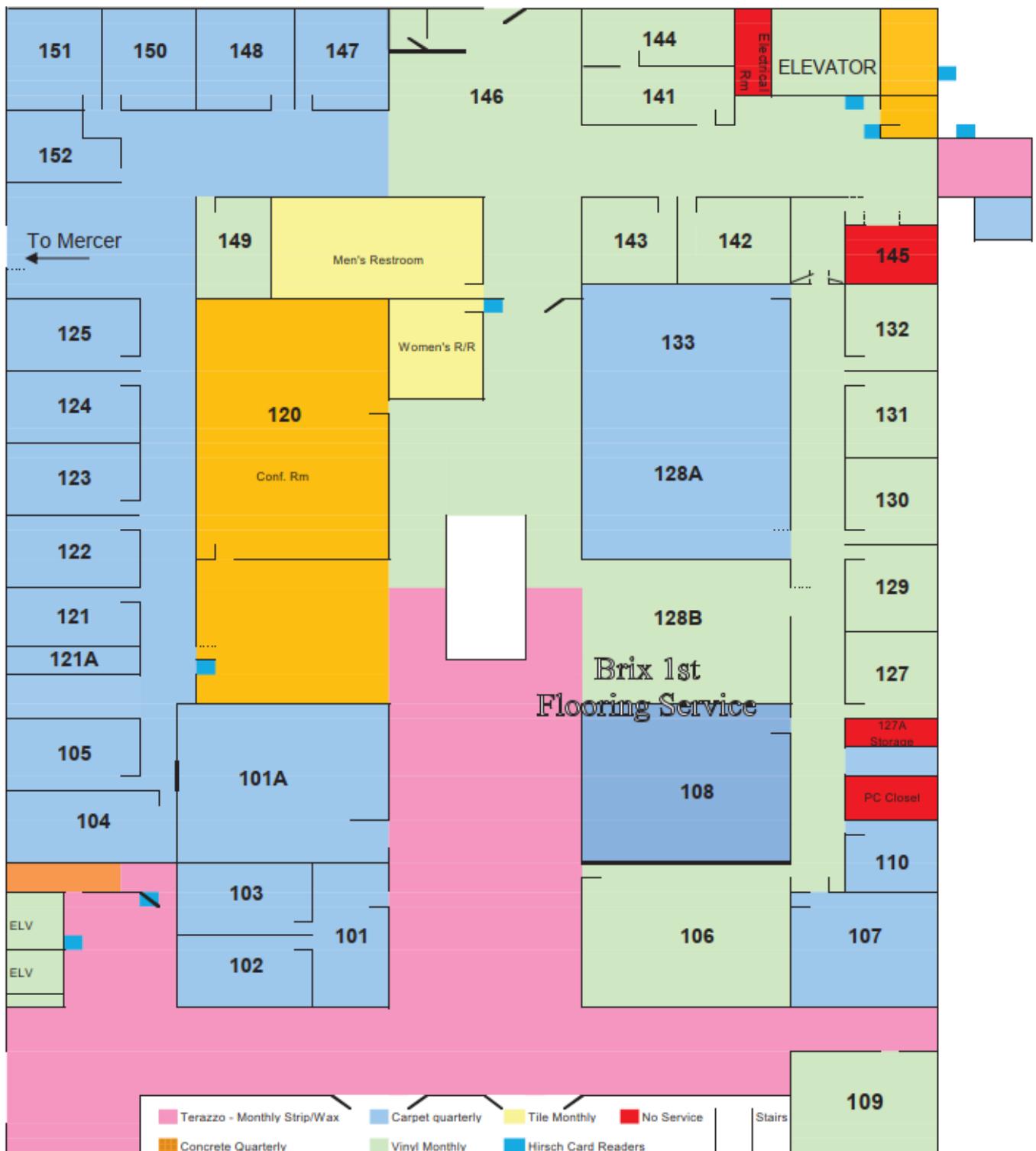


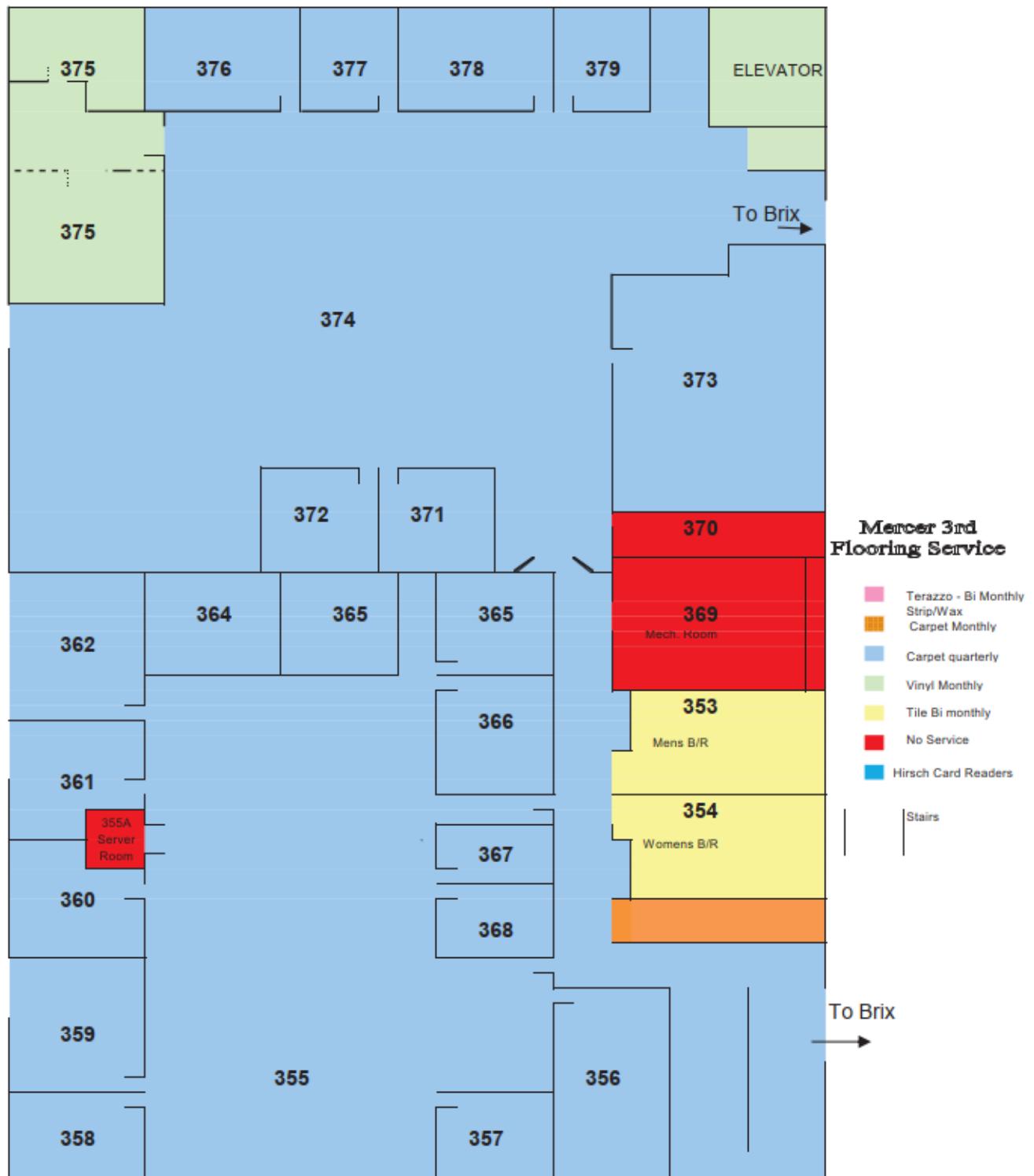


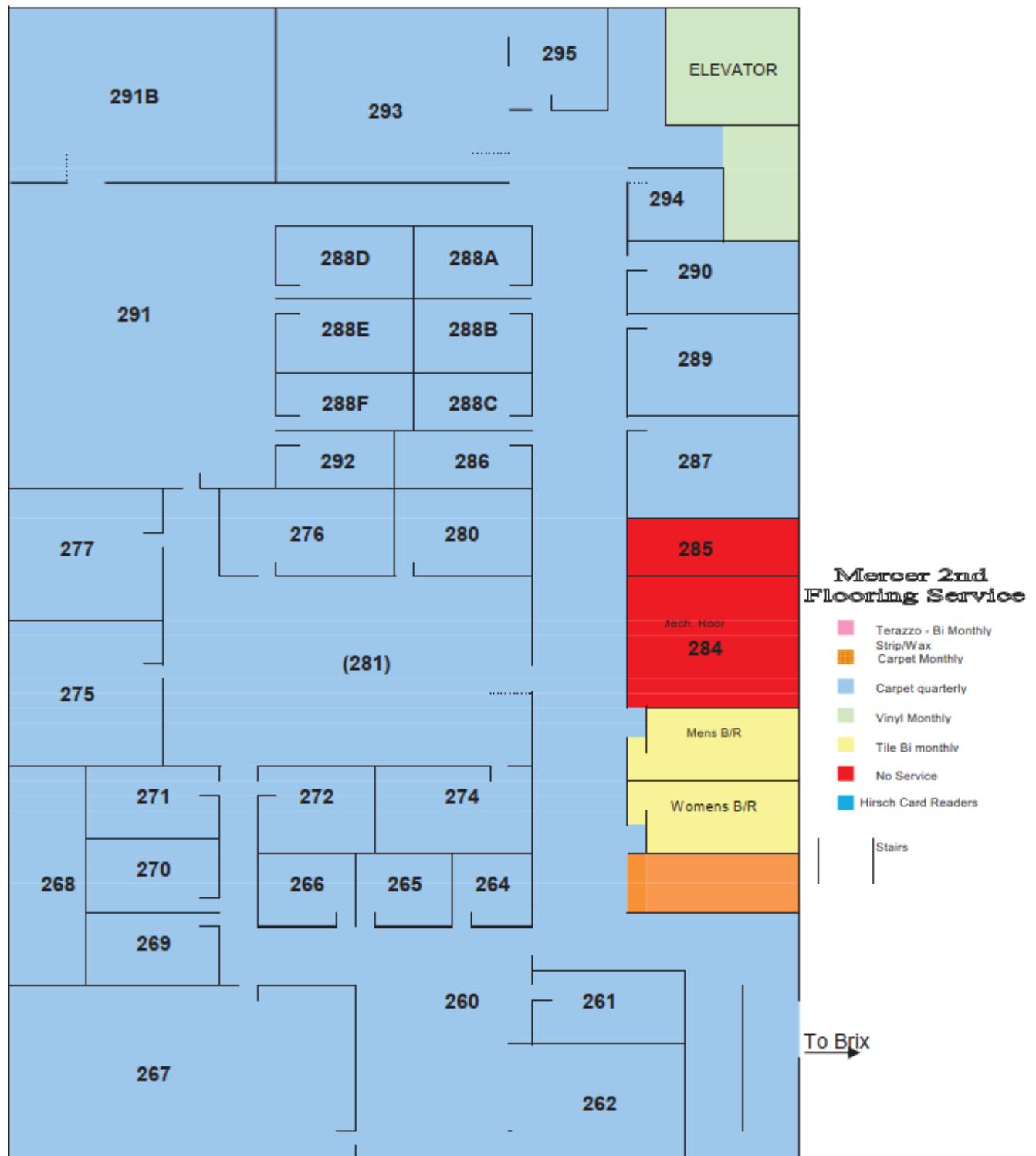


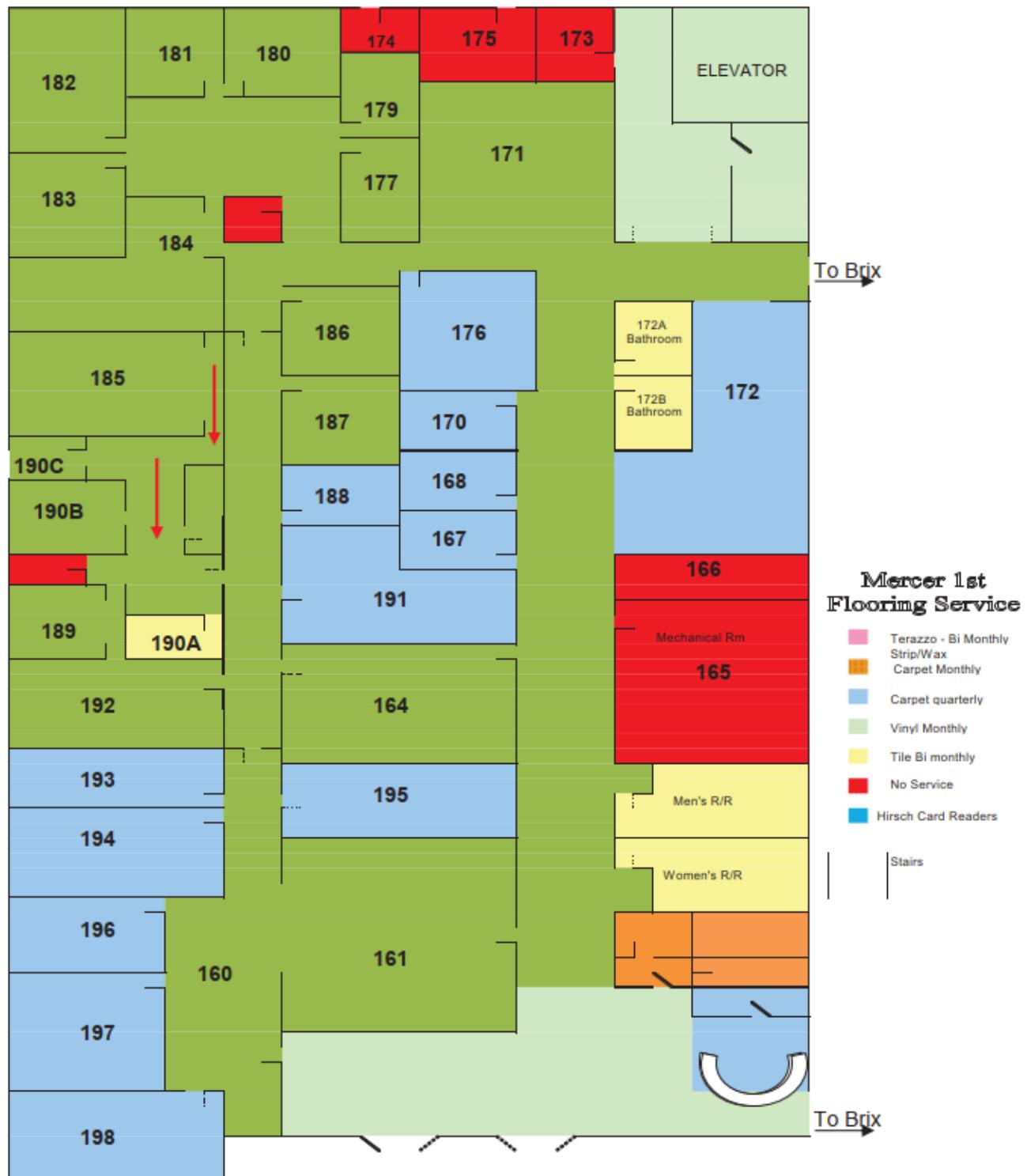
Brix Mezzanine Flooring Service

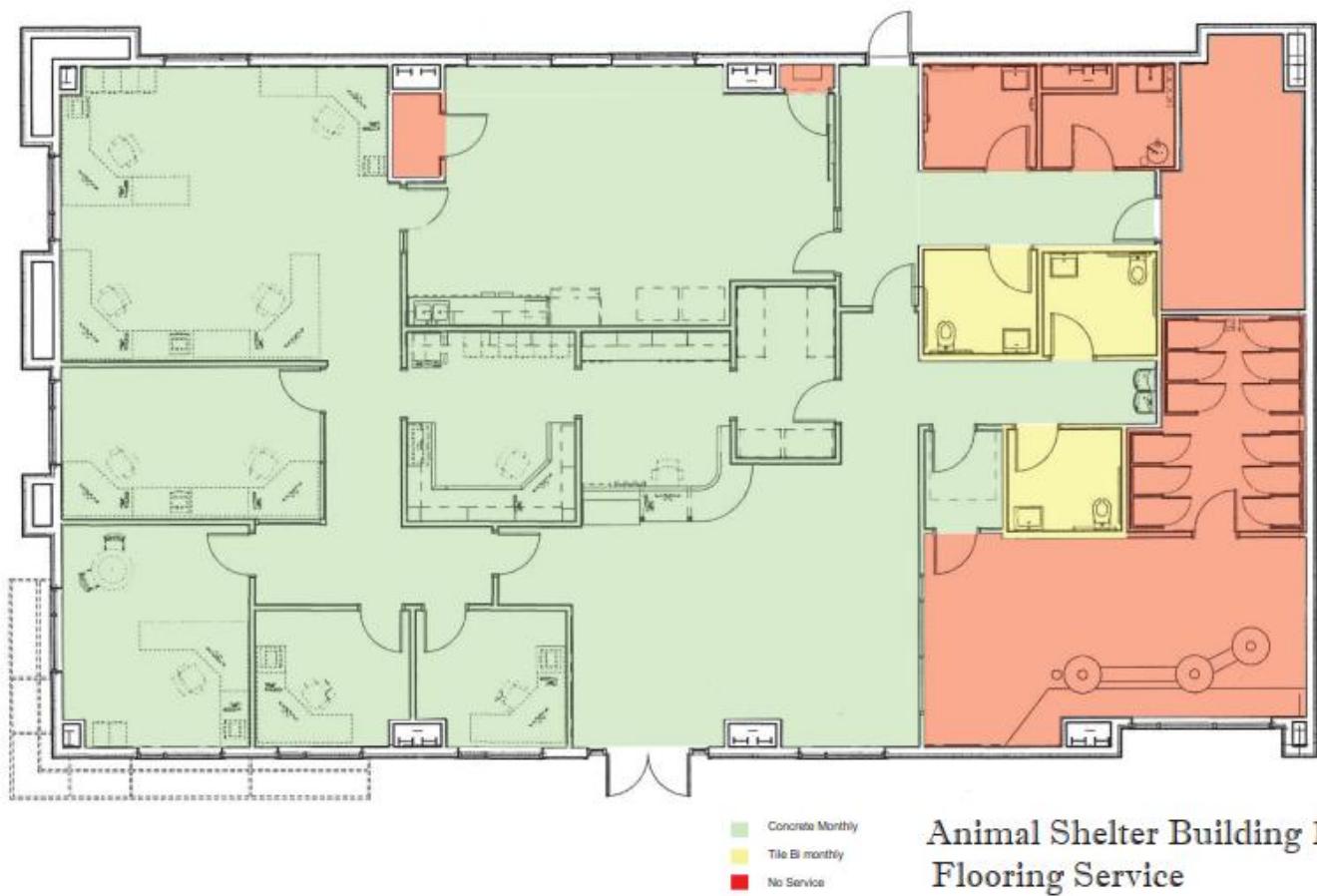












Fresno County Animal Services
1510 W Dan Ronquillo Dr.



- Concrete Monthly
- Tile Bi monthly
- No Service

Animal Shelter Building 2 Flooring Service

Fresno County Animal Services
1510 W Dan Ronquillo Dr.

East

North

Exhibit D
Page 14 of 14



Fresno County Animal Services
1510 W Dan Ronquillo Dr.

South

COMPENSATION

BRIX / MERCER COMPLEX

FRESNO COUNTY ANIMAL SHELTER

Compensation is based on the Quotation I Schedule provided and is shown as reflected to provide service on all floors. Quotation II Schedule will only be activated in the event the County or the Department of Public Health request a reduction in service. Reduction in service will include the same cleaning requirements, however, reduction of Floors Mezzanine to 6th Floor of the Brix-Mercer Complex and all areas of the Fresno County Animal Shelter to three days a week (Monday, Wednesday, Friday) cleaning and the 1st Floor remaining daily (Monday-Friday) cleaning.

QUOTATION I COMPENSATION SCHEDULE

Brix Mercer Compensation (Daily – All Floors)

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Rate	\$10,670.76	\$10,990.88	\$11,320.60	\$11,660.23	\$12,010.03
Specialty Services	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
Hourly Rate	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

Fresno County Animal Shelter Compensation (Daily – Entire Campus)

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Rate	\$3,515.07	\$3,620.52	\$3,729.14	\$3,841.01	\$3,956.24
Specialty Services	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
Hourly Rate	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

QUOTATION II COMPENSATION SCHEDULE

Brix Mercer Compensation (Daily – 1st Floor Only, Monday Wednesday, Friday – Mezzanine-to 6th Floor)

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Rate	\$8,970.00	\$9239.10	\$9,516.27	\$9,801.76	\$10,095.81
Specialty Services	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
Hourly Rate	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

Fresno County Animal Shelter Compensation (Monday, Wednesday, Friday – Entire Campus)

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Rate	\$2,971.81	\$3,060.96	\$3,152.79	\$3,247.38	\$3,344.80
Specialty Services	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
Hourly Rate	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the Corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	