

1 **AGREEMENT**

2 THIS AGREEMENT (hereinafter "Agreement") is made and entered into this _____, 2025,
3 by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno,
4 California (hereinafter "COUNTY"), and PBC SolutionOne, Inc. dba CCS Facility Services, a Colorado
5 Corporation, whose address is 2695 North Fowler Avenue Suite 110A, Fresno, California, 93727
6 (hereinafter "CONTRACTOR").

7 **WITNESSETH:**

8 WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-20-508, dated
9 15th day of December, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to
10 routine and recurring janitorial services at Department of Public Health (DPH) Brix/Mercer Complex
11 located at 1221 Fulton Street, Fresno, California, 93721; and

12 WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement
13 number A-22-458, dated the 1st day of October, 2022 to include janitorial services at COUNTY'S DPH
14 satellite testing locations, hereinafter referred to as "Testing Sites", and the Fresno County Animal
15 Services facility, located at 1510 W. Dan Ronquillo Drive, Fresno, California 93706, hereinafter
16 referred to as "Animal Shelter"; and

17 WHEREAS, COUNTY provided CONTRACTOR with a letter dated September 25, 2024,
18 requesting a fifth and final twelve (12) month extension through December 31, 2025, to Agreement A-
19 22-458, attached hereto and incorporated herein by reference as EXHIBIT A-2, requesting a signature
20 and return no later than the 1st day of December, 2024; and

21 WHEREAS, the CONTRACTOR provided a signed extension letter for Agreement A-22-458,
22 dated the 12th day of December, 2024, which was beyond the required date for the contractor
23 extension letter acknowledgement to be returned to the COUNTY; and

24 WHEREAS, the parties desire to execute and create an Agreement to allow for a one-year
25 extension Agreement effective retroactive to January 1, 2025, to evidence the intent and actions of the
26 parties based on the terms and conditions of the Original Agreement.

27 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is
28 hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1 Notwithstanding anything to the contrary in the Original Agreement and First Amendment,
2 Original Agreement and First Amendment is attached hereto, as Exhibit A-2, and incorporated herein
3 as though its terms and conditions are fully set forth below, and together with the terms and conditions
4 set forth below constitute the entire agreement and understanding between COUNTY and
5 CONTRACTOR concerning the subject matter hereof for the term of hereof, and supersede all
6 previous negotiations, proposals, commitments, writings, advertisements, publications, and
7 understanding of an nature whatsoever unless expressly included in and modified by this Agreement.

8 1. OBLIGATIONS OF THE CONTRACTOR:

9 CONTRACTOR shall perform all services and fulfill all responsibilities as described in Revised
10 Exhibit A2, attached hereto and incorporated herein by this reference, for the duration of this
11 Agreement.

12 2. TERM:

13 The term of this agreement shall commence January 1, 2025 and shall continue in full force and
14 effect through December 31, 2025. This agreement will be subject to no extension.

15 3. COMPENSATION/INVOICING:

16 Notwithstanding anything to the contrary in the Original Agreement and First Amendment,
17 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as
18 described in Exhibit A-2 and incorporated herein as though its terms and conditions are fully set forth
19 below.

20 COUNTY and CONTRACTOR agree that all other provisions not amended as provided herein
21 and shall remain unchanged for the term commencing January 1, 2025, and ending December 31,
22 2025. COUNTY and CONTRACTOR agree upon execution of this Agreement and all exhibits together
23 shall be considered the Agreement.

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28 (Signature Page Follows)

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR:
CCS FACILITY SERVICES

COUNTY OF FRESNO:


(Authorized Signature)

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

Bill King COO
Print Name & Title
(Chairman of the Board, or President or Vice
President)

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California


(Authorized Signature)

By: _____
Deputy

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

2695 N. Fowler Ave #110 Fresno CA 93727
Mailing Address

**FOR ACCOUNTING
USE ONLY:**

Fund: 0001
Subclass: 10000
ORG No.: 56201500
Account No.: 7070

Fund: 0001
Subclass: 10000
ORG No.: 56201019
Account No.: 7070

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

A G R E E M E N T

THIS AGREEMENT is made and entered into this 15th day of December, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and CCS Facility Services, a Colorado corporation, whose address is 2695 North Fowler Avenue, Suite 110A, Fresno, California 93727, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY'S, Department of Public Health ("DPH") has a need for routine and recurring janitorial services at COUNTY's DPH Brix/Mercer Complex, located at 1221 Fulton Mall, Fresno, California, 93721, hereinafter referred to as the "Brix/Mercer Complex"; and

WHEREAS, CONTRACTOR is qualified and willing to perform said services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide routine and recurring janitorial services ("Services") at the Brix/Mercer Complex in accordance with Exhibit A (Specifications), Exhibit B (Schedule of Janitorial Services), Exhibit C (Infection Control Cleaning Chart), and Exhibit D (Carpet Cleaning Schedule), all of which are attached hereto and by this reference incorporated herein.

CONTRACTOR agrees to perform the Services in compliance with all state and federal laws. CONTRACTOR shall perform the Services in accordance with high standards of cleanliness, appearance, and safety, as acceptable to COUNTY's DPH Director or designee, and to that end, CONTRACTOR shall:

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

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

C. Furnish all management, supervision, training and all personnel required to accomplish said Services. CONTRACTOR shall furnish the names of its staff who will be assigned to

1 perform Services within the Brix/Mercer Complex to the COUNTY's DPH Director or designee
2 immediately upon any hire, transfer, or assignment. COUNTY's DPH shall have the right to require the
3 replacement of any of CONTRACTOR's employees working on the premises of the Brix/Mercer
4 Complex whose continued presence on said premises, in the opinion of COUNTY's DPH Director or
5 designee, is not in the best interest of COUNTY's patients, clientele or staff.

6 D. Provide and designate an English speaking site supervisor to act as
7 communicator and coordinator between COUNTY and CONTRACTOR's janitorial staff.
8 CONTRACTOR's site supervisor shall be on the premises at the Brix/Mercer Complex at all times while
9 CONTRACTOR's janitorial staff is present.

10 E. Furnish data and any information as requested by COUNTY's DPH Director or
11 designee, for the purpose of monitoring this Agreement.

12 F. Assure that keys issued to CONTRACTOR are safeguarded from loss, theft, or
13 damage, and secured in accordance with the instructions of COUNTY's DPH Director or designee.
14 CONTRACTOR shall assign one supervisor to maintain control and responsibility of said keys. Violation
15 of the above provision may result in CONTRACTOR being noncompliant for purposes of future
16 COUNTY bids and may be grounds for the termination of this Agreement at the option of COUNTY.

17 G. Pay for the following:

18 1. Salaries paid to CONTRACTOR's staff and employees providing Services
19 within the Brix/Mercer Complex, including associated payroll taxes, withholdings, insurance and fringe
20 benefits.

21 2. The cost all janitorial supplies necessary to carry out Services, except for
22 those items listed in Section 2.B herein. All chemicals, cleaners, disinfectants, etc. (and their
23 substitutes) are to be approved by COUNTY's DPH Director or designee

24 3. The cost of providing and maintaining janitorial equipment and back-up
25 equipment necessary to provide Services when scheduled (e.g. vacuums, wet dry pickups, floor buffers,
26 automatic scrubbing and buffing machines, maid's carts and buckets).

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1 4. The cost of providing forms for quality control and cost control; office
2 equipment (if required), and other stationery and postage costs incurred in the implementation of this
3 Agreement.

4 5. The cost of travel, training and any other visits to the Brix/Mercer Complex,
5 including transportation and room and board of CONTRACTOR's staff.

6 6. The cost of training material such as films, slides, literature and training
7 manuals. COUNTY maintains the right to attend and monitor training classes given to CONTRACTOR's
8 staff.

9 H. Complete a walk-through of the Brix/Mercer Complex with COUNTY's DPH
10 Coordinator and assigned COUNTY Maintenance Janitor one day per week for quality control purposes.

11 I. Check and maintain COUNTY's Janitorial Communication Log Book daily, making
12 written notations regarding what actions were taken to remedy and alleviate complaints.

13 J. Furnish COUNTY with current Safety Data Sheets (SDS) on all hazardous
14 substances, including but not limited to cleaning compounds and disinfectants utilized in the Brix/Mercer
15 Complex. CONTRACTOR shall also maintain and make readily accessible in the Brix/Mercer Complex
16 an SDS for all hazardous substances in accordance with Title 8 of the California Code of Regulations
17 Section 5194.

18 K. Coordinate and schedule the work with COUNTY's DPH Director or designee, so
19 that any interruption to COUNTY's normal business operations is kept to a minimum.
20

21 **2. RESPONSIBILITIES OF COUNTY**

22 A. COUNTY's DPH Director shall designate an individual to coordinate with
23 CONTRACTOR and provide the appropriate contact information of such designee to CONTRACTOR.

24 B. COUNTY shall only be responsible for the cost of the following:

25 1. Plastic liners for trash baskets and plastic bags for trash removal from the
26 Brix/Mercer Complex.

27 2. Toilet paper, paper towels and hand soap necessary to keep all bathrooms
28 and toilets in all areas of the Brix/Mercer Complex stocked at all times.

3. Toilet seat covers.
4. Pest Control services.
5. Cleaning of all outside windows (except as noted in Exhibit B).
6. All electric power.
7. Walk-off mats.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2021 through and including December 31, 2023. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon COUNTY's DPH Director, or his or her designee, providing CONTRACTOR written notice of each extension thirty (30) days prior to the first day of the next twelve (12) month extension period. The COUNTY's DPH Director, or his or her designee is authorized to execute such written notice of extension on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the

1 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to
2 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment
3 of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
4 shall promptly refund any such funds upon demand, or at COUNTY's option, such repayment shall be
5 deducted from future payments owing to CONTRACTOR under this Agreement.

6 C. Without Cause - Under circumstances other than those set forth above, this
7 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of sixty (60) days advance
8 written notice of an intention to terminate to the other party.

9 **5. COMPENSATION:**

10 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for
11 actual Services performed pursuant to the terms and conditions of this Agreement at the rate of Eight
12 Thousand Eight Hundred Forty and No/Dollars (\$8,840.00) per month (or proration thereof). In no event
13 shall actual Services performed under this Agreement be in excess of One Hundred Six Thousand Eighty
14 and No/Dollars (\$106,080.00) for each twelve (12) month period of this Agreement.

15 Costs for special cleaning services (e.g., waxing, extra window washing, blind washing) not
16 identified in Exhibits A, B,C, and D, but requested and authorized by COUNTY's DPH Director or designee,
17 shall be paid by COUNTY to CONTRACTOR at the rate of Thirty-Five and No/Dollars (\$35.00) per hour. In
18 no event shall special cleaning services performed under this Agreement be in excess of Five Thousand
19 and No/Dollars (\$5,000.00) for each twelve (12) month period of this Agreement.

20 In no event shall all actual Services and special cleaning services performed be in excess of Five
21 Hundred Fifty-Five Thousand Four Hundred and No/Dollars (\$555,400.00) over the term of this Agreement.
22 It is understood that all expenses incidental to CONTRACTOR's performance of services under this
23 Agreement shall be borne by CONTRACTOR.

24 Payment by COUNTY shall be in arrears, for services provided during the preceding month, within
25 forty-five (45) days after receipt and verification of CONTRACTOR's invoices by COUNTY's Department of
26 Public Health. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall
27 be relieved of its obligation for further compensation.

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1 **6. INVOICING:**

2 CONTRACTOR shall invoice COUNTY monthly to dphboap@fresnocountyca.gov. Said
3 invoice shall include routine and recurring janitorial services as well as special cleaning expenses, if
4 applicable, by line items, specifying said special services performed, amount of time invoiced for special
5 service, and the cost of such special cleaning service.

6 **7. INDEPENDENT CONTRACTOR:** In performance of the work, duties and obligations
7 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
8 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
9 times be acting and performing as an independent contractor, and shall act in an independent capacity and
10 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
11 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
12 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
13 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
14 terms and conditions thereof.

15 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
16 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

17 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
18 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
19 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
20 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
21 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
22 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
23 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

24 **8. MODIFICATION:** Any matters of this Agreement may be modified from time to time by the
25 written consent of all the parties without, in any way, affecting the remainder.

26 **9. NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement
27 nor their rights or duties under this Agreement without the prior written consent of the other party.

28 **10. HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold harmless, and at

COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

11. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1. The retroactive date must be prior to the date on which services begin under this Agreement.

1 2. The CONTRACTOR shall maintain the policy and provide to the COUNTY
2 annual evidence of insurance for not less than three years after completion of services under this
3 Agreement; and

4 3. If the policy is canceled or not renewed, and not replaced with another claims-
5 made policy with a retroactive date prior to the date on which services begin under this Agreement, then the
6 CONTRACTOR shall purchase extended reporting coverage on its claims-made policy for a minimum of
7 three years after completion of services under this Agreement.

8 D. Worker's Compensation

9 A policy of Worker's Compensation insurance as may be required by the California Labor
10 Code.

11 Additional Requirements Relating to Insurance

12 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
13 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
14 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
15 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
16 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
17 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
18 a minimum of thirty (30) days advance written notice given to COUNTY.

19 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
20 employees any amounts paid by the policy of worker's compensation insurance required by this
21 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
22 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
23 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

24 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
25 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
26 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
27 11867, Fresno, California, 93775, Attention: Contract Section – 6th Floor, stating that such insurance
28 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and

employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

12. CONFIDENTIALITY:

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

13. NON-DISCRIMINATION:

During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status pursuant to all applicable State and Federal statutes and regulations.

14. AUDITS AND INSPECTIONS:

CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination of all its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

1 If this Agreement exceeds Ten Thousand and No/Dollars (\$10,000.00) CONTRACTOR
2 shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final
3 payment under contract (Government Code Section 8546.7).

4 NOTICES: The persons and their addresses having authority to give and receive notices under this
5 Agreement include the following:

6
7 COUNTY

8 Director, County of Fresno
9 Department of Public Health
P.O. box 11867
Fresno, CA 93775

CONTRACTOR

Jaime Jacobo, General Manager
CCS Facility Services
2695 North Fowler Avenue Suite 110A
Fresno, CA 93727

10 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
11 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
12 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
13 personal service is effective upon service to the recipient. A notice delivered by first-class United States
14 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
15 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
16 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
17 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
18 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
19 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
20 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
21 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
22 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
23 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
24 beginning with section 810).

25 **15. GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall
26 only be in Fresno County, California.

27 The rights and obligations of the parties and all interpretation and performance of this Agreement
28 shall be governed in all respects by the laws of the State of California.

1 **16. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

2 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
3 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
4 to operate as a corporation.

5 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
6 that they are a party to while CONTRACTOR is providing goods or performing services under this
7 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
8 and in which one or more of its directors has a material financial interest. Members of the Board of
9 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
10 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated herein by
11 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
12 immediately thereafter.

13 **17. SEVERABILITY:**

14 The provisions of this Agreement are severable. The invalidity or unenforceability of any
15 one provision in the Agreement shall not affect the other provisions.

16 **18. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the
17 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
18 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
19 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **CONTRACTOR**
4 **CCS FACILITY SERVICES:**

5 (Authorized Signature)

6 Print Name & Title
7 (Chairman of the Board, or President or
8 Vice President)

9 (Authorized Signature)

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

14 Mailing Address

17 **FOR ACCOUNTING USE ONLY:**

18 Fund: 0001

19 Subclass: 10000

20 ORG: 5620

21 Account: 7070

COUNTY OF FRESNO:

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

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____

Deputy

SPECIFICATIONS

BRIX-MERCER COMPLEX

The Brix/Mercer Complex consists of six floors with an average daily occupancy of approximately 325 employees. The general public frequents the facility daily, and the majority of direct services to the public occur on the first floor. The complex has a total square footage of approximately 132,000.

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

Unglazed Ceramic Tile	5.5%
Vinyl tile	15.6%
Sheet Vinyl	12.0%
Concrete (Equipment Rooms)	2.8%
Terrazzo	2.7%
Carpet	61.4%

CONTRACTOR shall provide sufficient janitorial staff and site supervisors to complete services within guidelines set forth in this Agreement. Failure to complete or perform services as described and scheduled may result in the CONTRACTOR being "Declared in Default".

DECLARED IN DEFAULT:

If CONTRACTOR has been "Declared in Default", COUNTY may deduct the dollar amount of the services not performed by the CONTRACTOR from any amount owed the CONTRACTOR by the COUNTY. At the COUNTY's option, the required services may be secured from other source(s) deducting the actual cost of the services plus a one hundred dollar (\$100) administrative fee per day of incomplete service(s) rendered from the amount owed the CONTRACTOR by the COUNTY. CONTRACTOR will be notified of the lapse in service and be given the opportunity to send appropriate staff to complete the service. If CONTRACTOR does not reply or does not have staff available within two (2) hours of the COUNTY's request the COUNTY will deduct the administrative fees plus any actual costs to complete the service. All work shall be thoroughly performed to the satisfaction of the COUNTY's DPH Coordinator.

QUALITY CONTROL:

CONTRACTOR shall check and maintain a janitorial communication logbook, certifying in writing that complaints received are corrected. CONTRACTOR shall provide one (1) hour of Quality Control from 9:00 a.m. until 10:00 a.m. one (1) day per week as agreed upon between CONTRACTOR and COUNTY's DPH Coordinator. CONTRACTOR's Site Supervisor will speak English and will walk-through the complex with the COUNTY's DPH Director or designee. The purpose of the walk-through is to ensure that the proper level of cleanliness is maintained. A quality control checklist will be utilized to monitor the quality of services performed.

CONTRACTOR's Site Supervisor will ensure that those areas identified as unsatisfactory by COUNTY are cleaned, as directed.

FLOOR CLEANING SCHEDULE:

CONTRACTOR shall provide a detailed floor-cleaning schedule for carpets and hard surface floors in accordance with the terms of this Agreement. Schedule to be provided by CONTRACTOR prior to start of service.

SECURITY:

CONTRACTOR and its employees shall cooperate with COUNTY's security procedures. CONTRACTOR shall inform the COUNTY's DPH Director or designee as to how many employees will be performing work in the building prior to the start date of the contract. CONTRACTOR shall inform the COUNTY's DPH Director or designee prior to any changes in staff numbers. All employees of the CONTRACTOR shall obtain a COUNTY picture identification badge with required access permissions to the Brix/Mercer Complex.

SCHEDULE OF JANITORIAL SERVICES

BRIX/ MERCER COMPLEX

TIMES OF CLEANING: Cleaning of the Department of Public Health (DPH) Brix/Mercer Complex is to be done with as little hindrance of the COUNTY staff and clients as possible.

All work must be performed Monday-Friday unless otherwise scheduled and agreed upon between both parties.

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 Director or designee. 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. Replace liners daily in the Chest and Immunization Clinics on the 1st floor of the facility. Dispose of the recyclable waste and solid waste in the appropriate waste containers located in the outside waste enclosure in the alley.
3. Damp wipe and sanitize all counters using a COVID-19 EPA approved disinfectant
4. Dust:
 - A. Top of desks - if desk has been cleared off by employee.
 - B. Window sills - if window sills have been cleared off by employee.
 - C. File cabinets, chairs, tables and miscellaneous furniture.
5. Dust (with treated mop), spot clean and damp mop hard surface floors. The Clinic floors shall be treated according to the "Infection Control Cleaning Requirements for Clinic Areas"
6. Clean, sanitize, and polish drinking fountains using a COVID-19 EPA approved disinfectant.
7. Clean elevators:
 - 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

- 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 facility.
9. Wash first floor windows, 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 facility.
11. Dust with treated/damp mop inside entry tile and terrazzo floors.
12. Empty all collected trash into trash bins containers located in the alley. **(NOTE: Building doors should not remain open during this procedure.)**
13. Restrooms:
- A. Floors are to be mopped with a disinfectant approved by DPH Coordinator.
 - 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 and partitions, 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.
 - L. Clean and disinfect infant diaper changing stations, where located using a COVID-19 EPA approved disinfectant.
14. Spot clean walls, doors, doorknobs, 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 an 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 polish brass door of the Brix Building, 1st floor.
24. Clean and furniture polish the tabletops at the following conference room locations in the facility:
 - A. Mezzanine M51
 - B. Room 120
 - C. Room 241
 - D. Room 341
 - E. Room 346
 - F. Room 361
 - G. Room 407
 - H. Room 504
 - I. Room 523
 - J. Room 620
 - K. Room 653
25. Clean all janitorial sinks.

WEEKLY CLEANING:

1. Sweep and damp mop or spot clean stairwells and stairwell landings in all stairwells. Also, clean safety handrails and stairwell banisters 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 corners on all floors.
4. Dust offices and cubicles.
5. Remove cobwebs where visible.

BI-MONTHLY CLEANING: (Twice per Month- Schedule to be determined and mutually agreed upon by Contractor and 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 the building.
 3. Outside the building, mop terrazzo tile with a metal soap absorbent to ensure the floors are kept in the highest state of cleanliness, appearance and safety.
 4. Mopping, stripping, waxing and buffing of tile and vinyl floors to ensure the floors are kept in the highest state of cleanliness, appearance and safety.

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

MONTHLY CLEANING:

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

Brix and Mercer - 3rd floor - stripped, waxed, buffed.

Brix – 4th floor – stripped, waxed, buffed.

Brix - 6th floor - stripped, waxed, buffed.

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. Clean 2nd floor courtyard area (Brix Building).
7. 1st floor - clean baseboard monthly and/or as needed.

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 the nose, mouth, legs and arms, while utilizing contaminated material or disinfectant/cleaning compounds.
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 clinic 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 clinic 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.

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 clinic areas shall be cleaned daily with COVID-19 EPA approved disinfectant cleaner and polished as needed. Any body 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 Coordinator 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.

- f. 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
Chest Clinic	Rooms 187, 189, 192
Special Services	Rooms 142, 143, 149

CARPET CLEANING SCHEDULE

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:

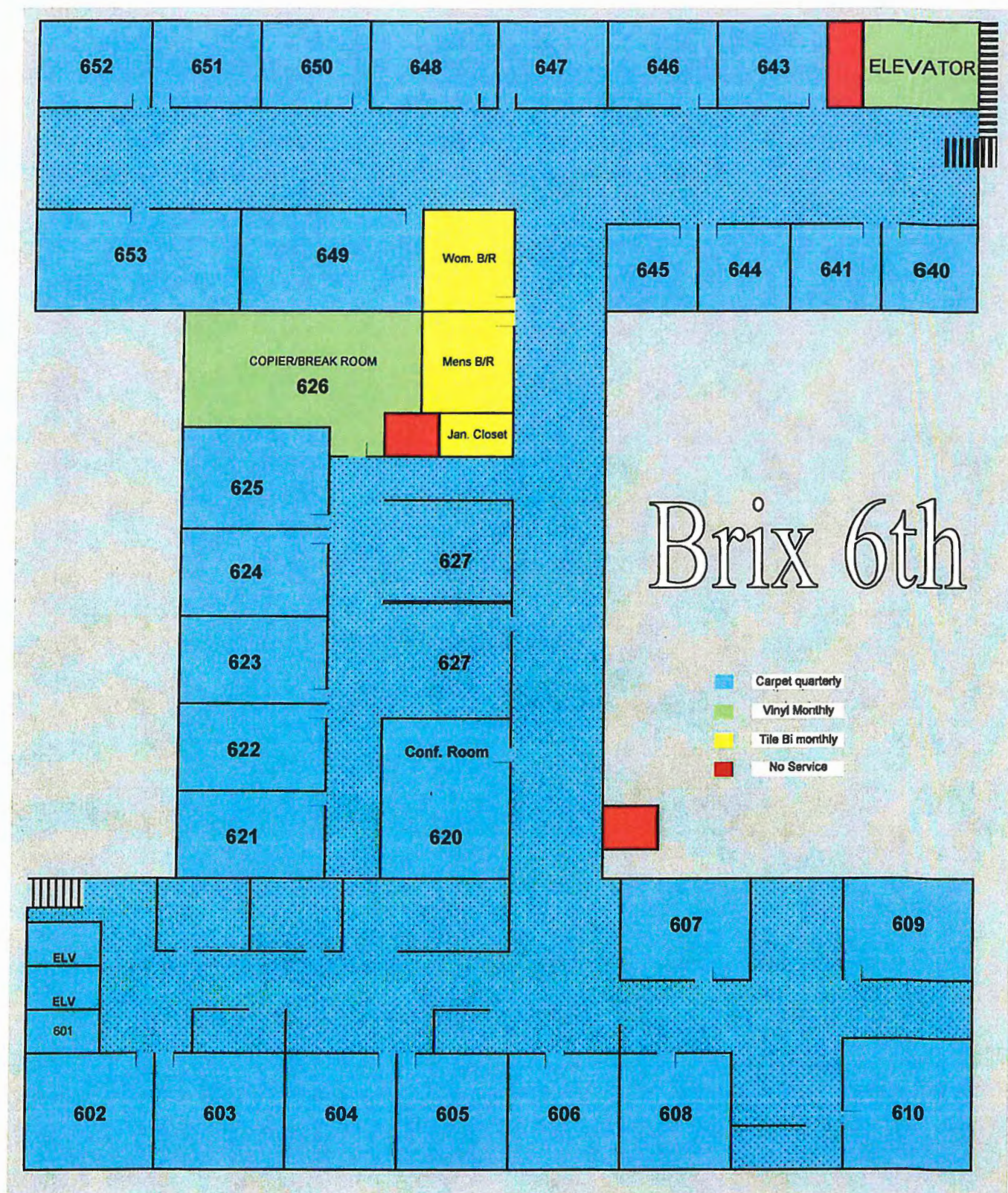
Quarterly – Four (4) times a year or every three (3) months.

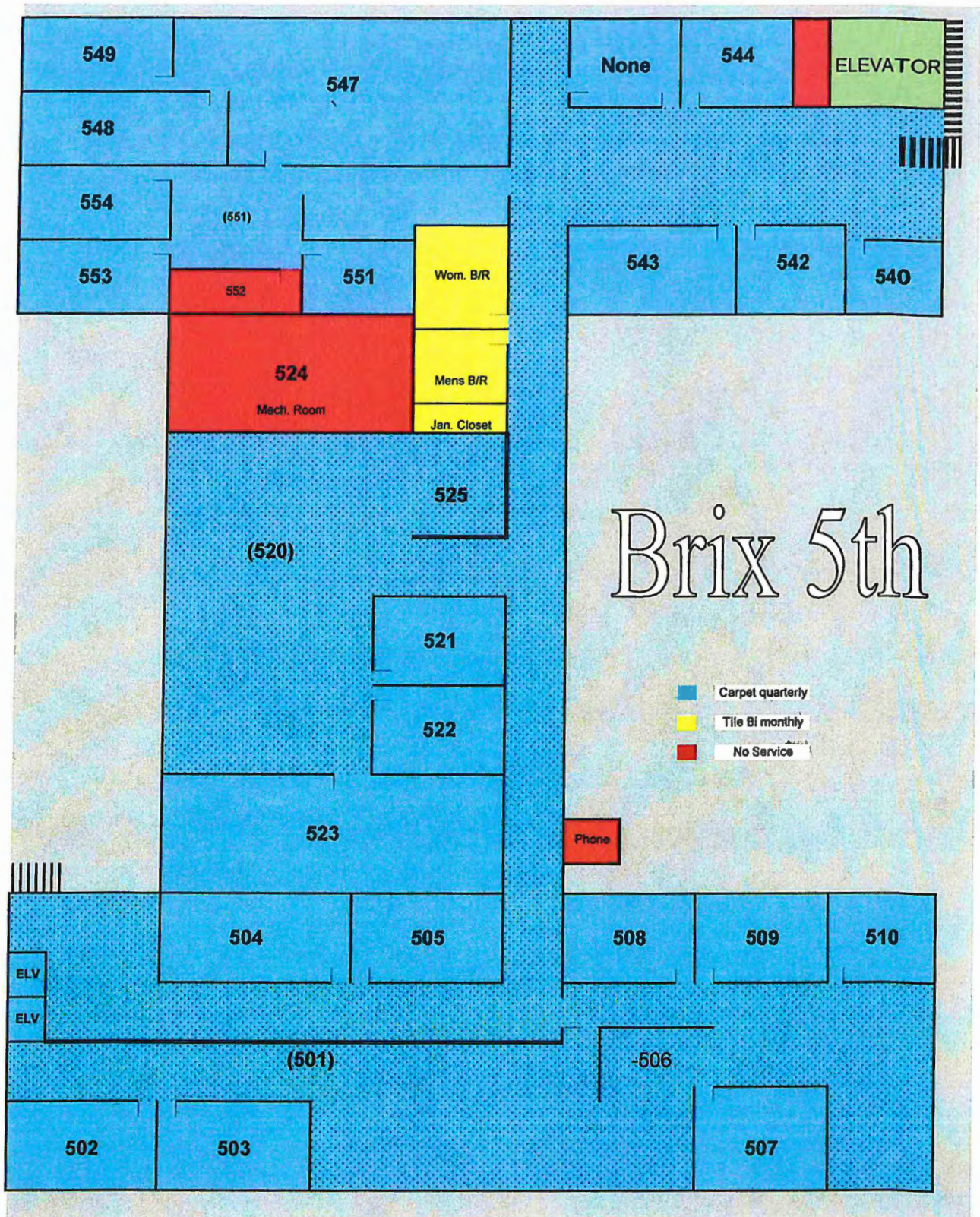
Monthly* – Once every calendar month.

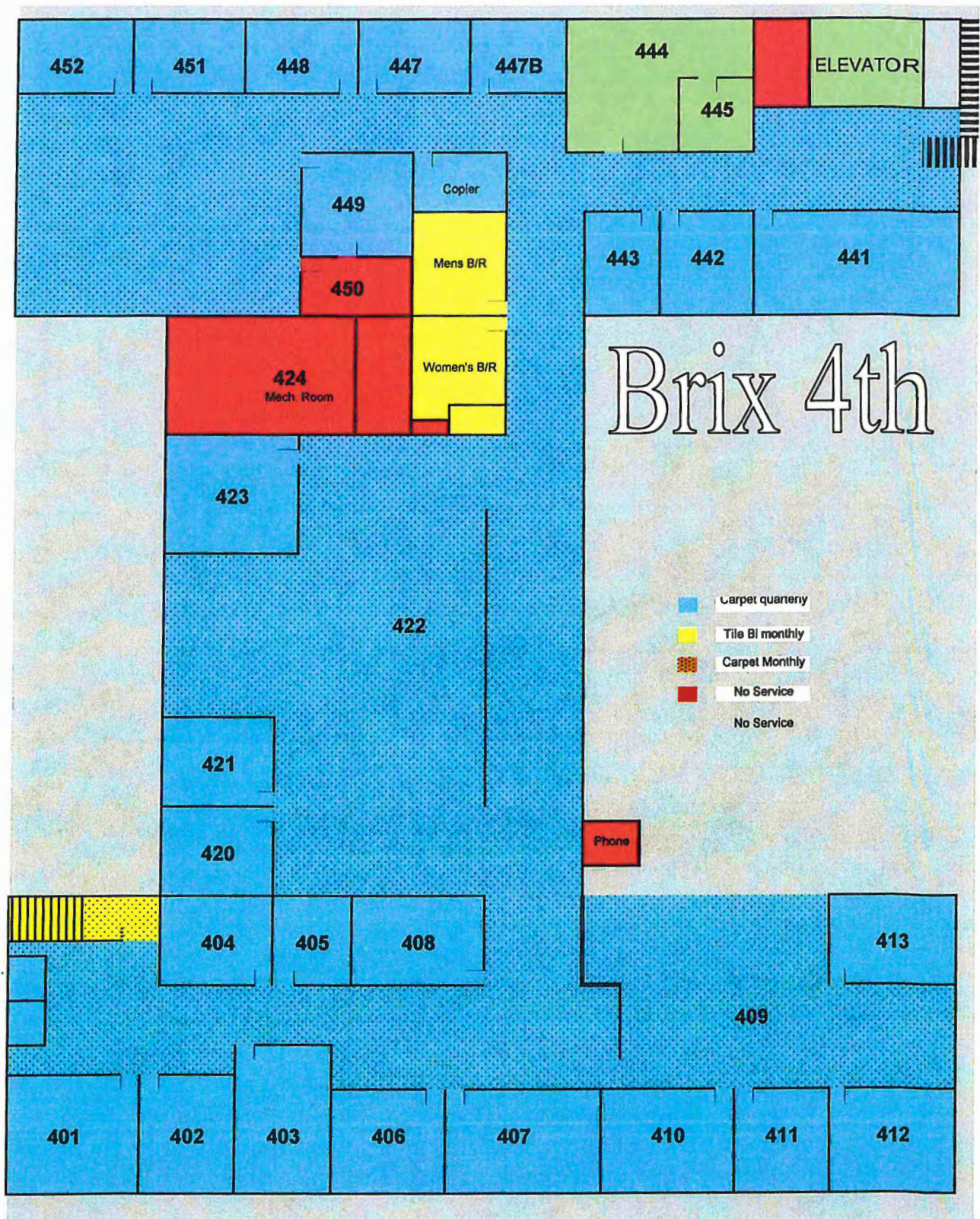
*This also includes the high traffic carpeted areas, Room 120 and Lobby area in front of Room 120, 3rd Floor Brix Building, Front Lobby area, 3rd Floor Brix Building, rear elevator landing and hallway, 3rd Floor Mercer Building back waiting area and the hallway from the back elevator to the front elevator.

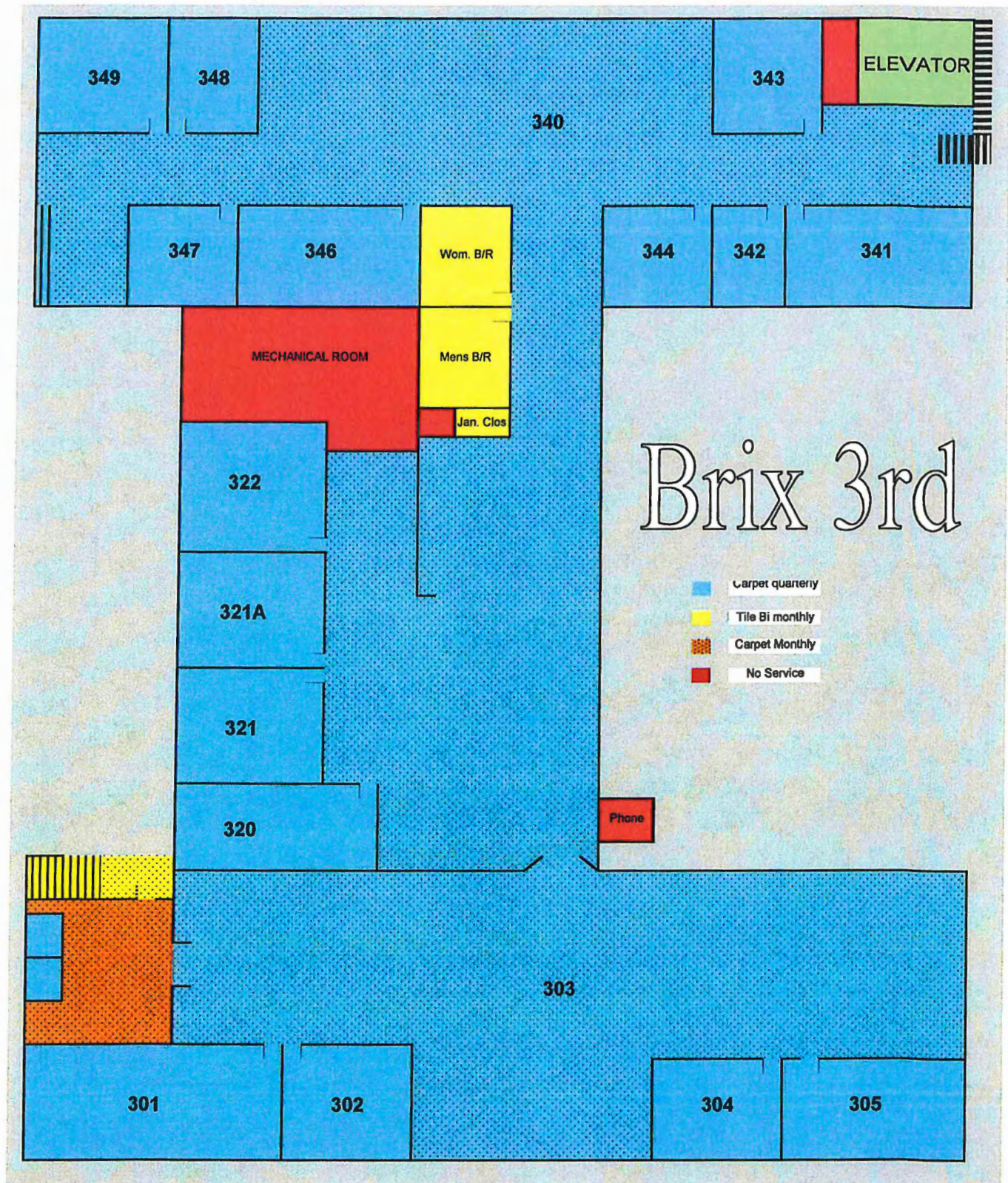
Bi-Monthly – Twice every calendar month.

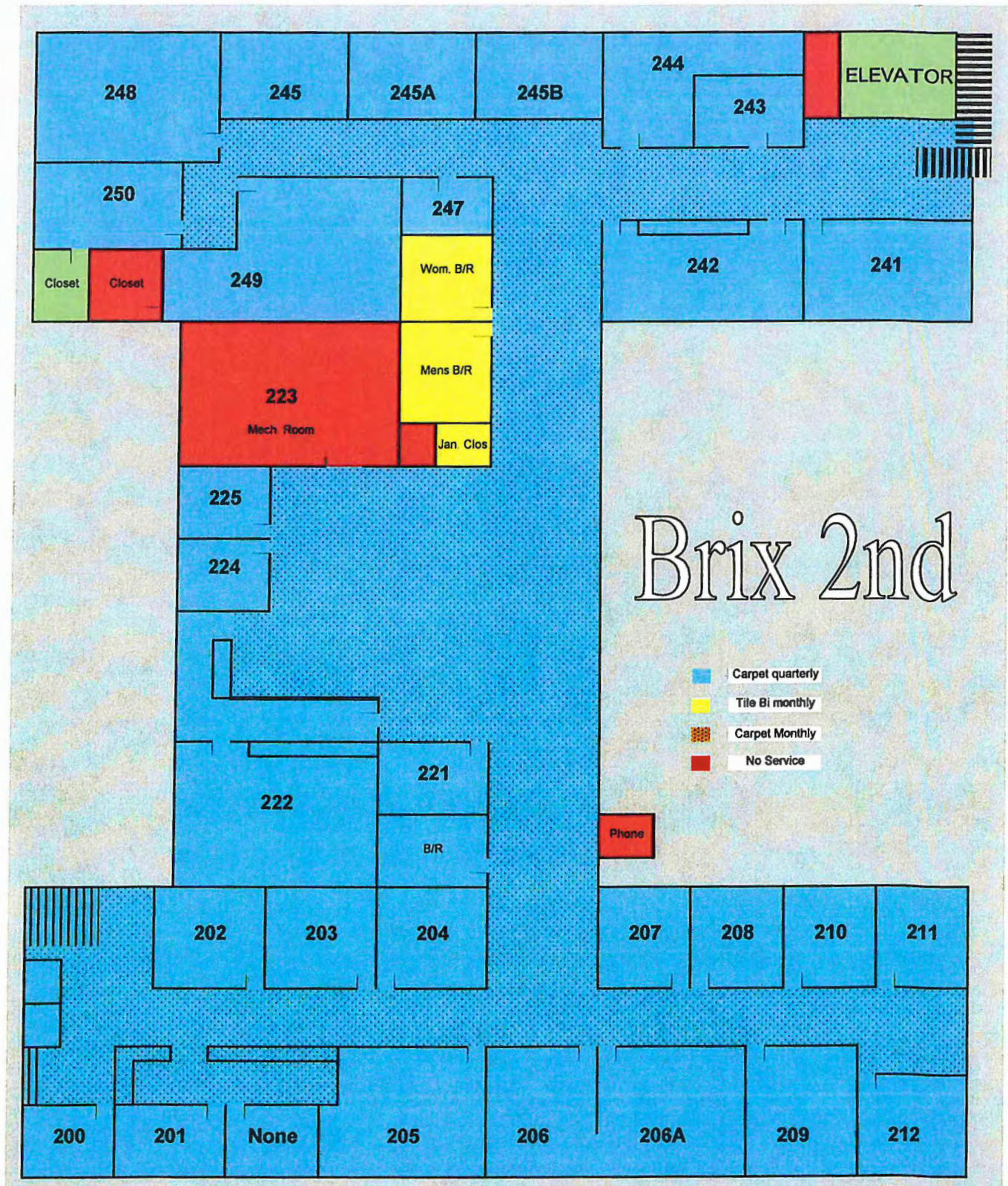
No Service – No floor maintenance service necessary.



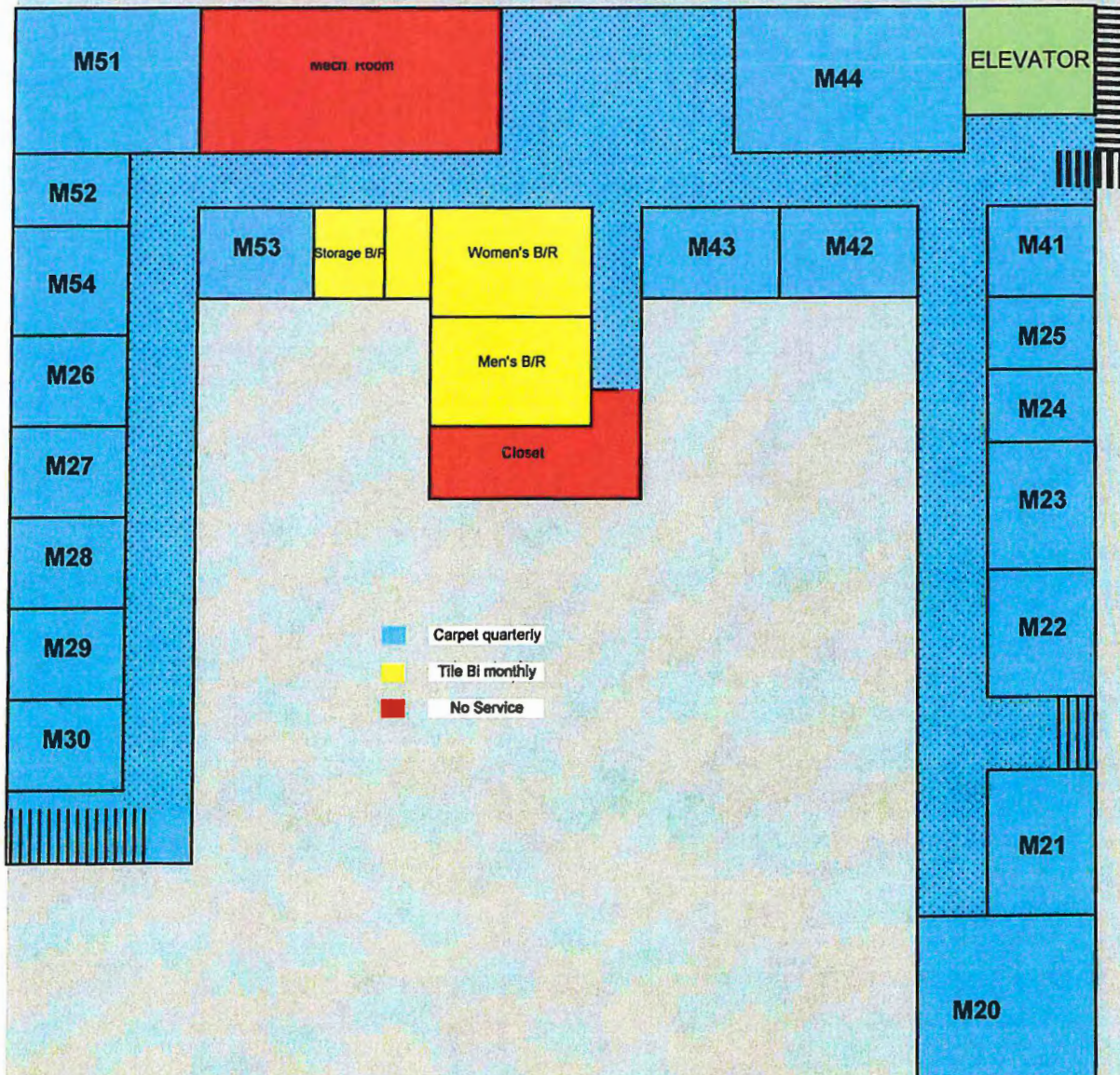


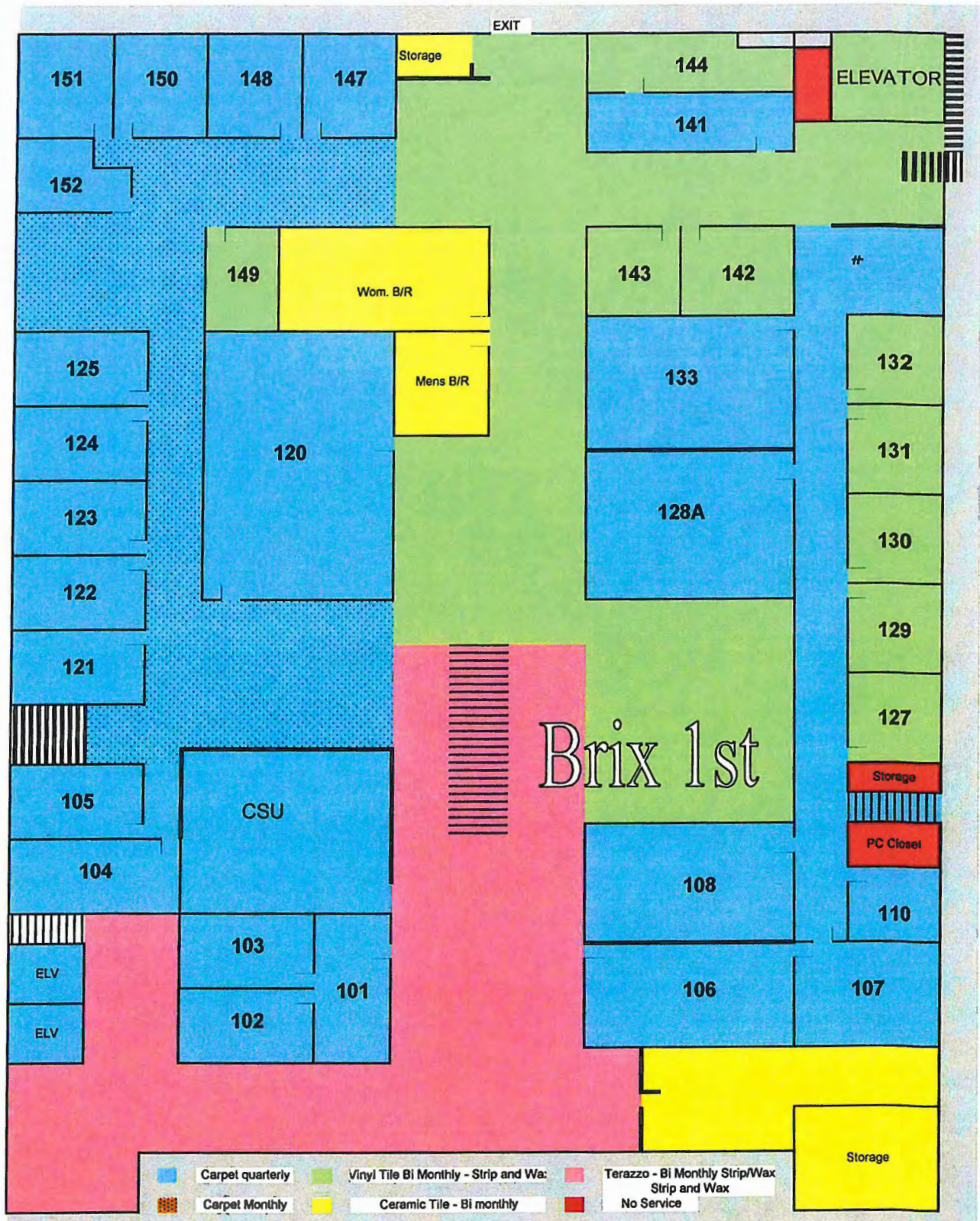






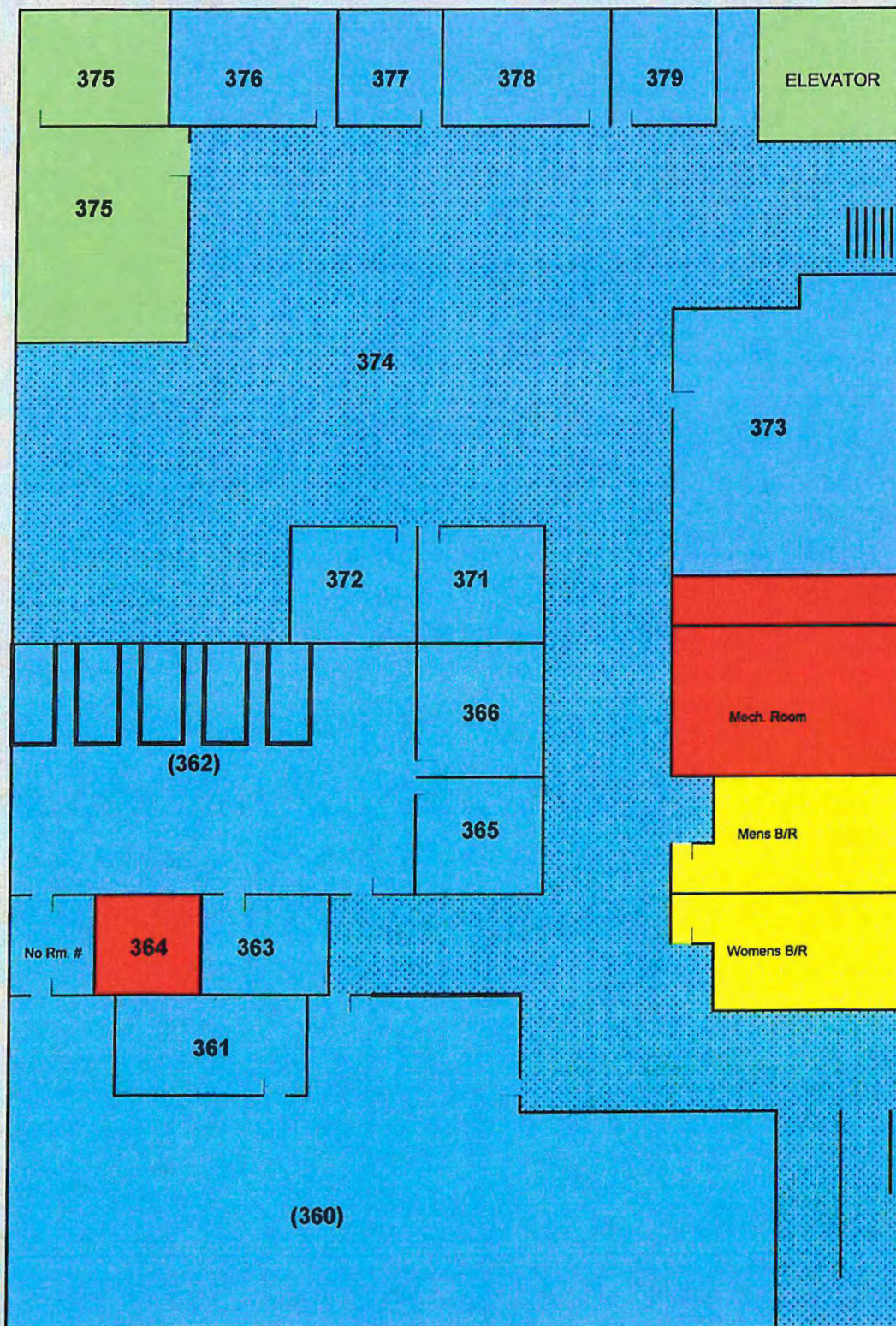
Brix Mezzanine

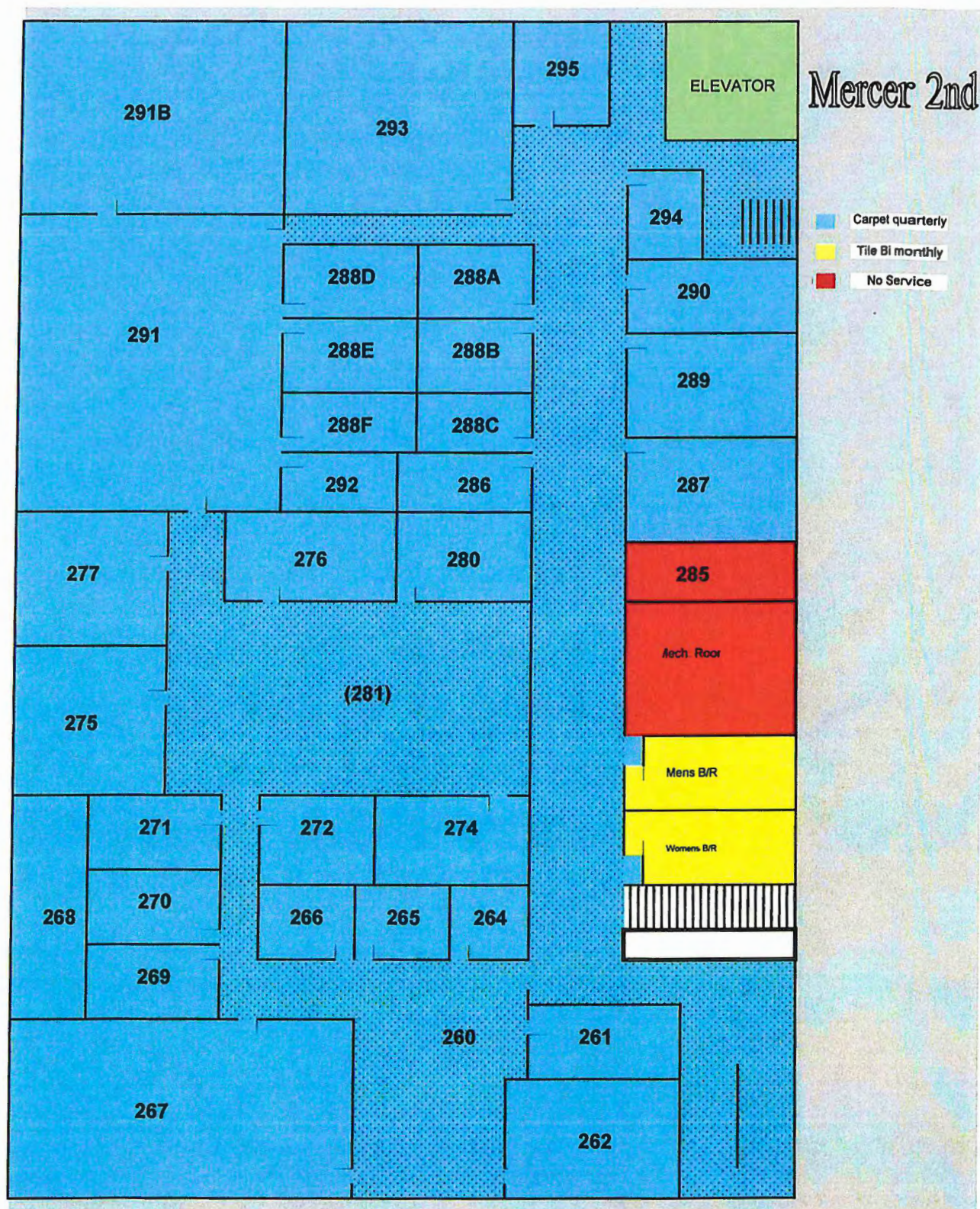


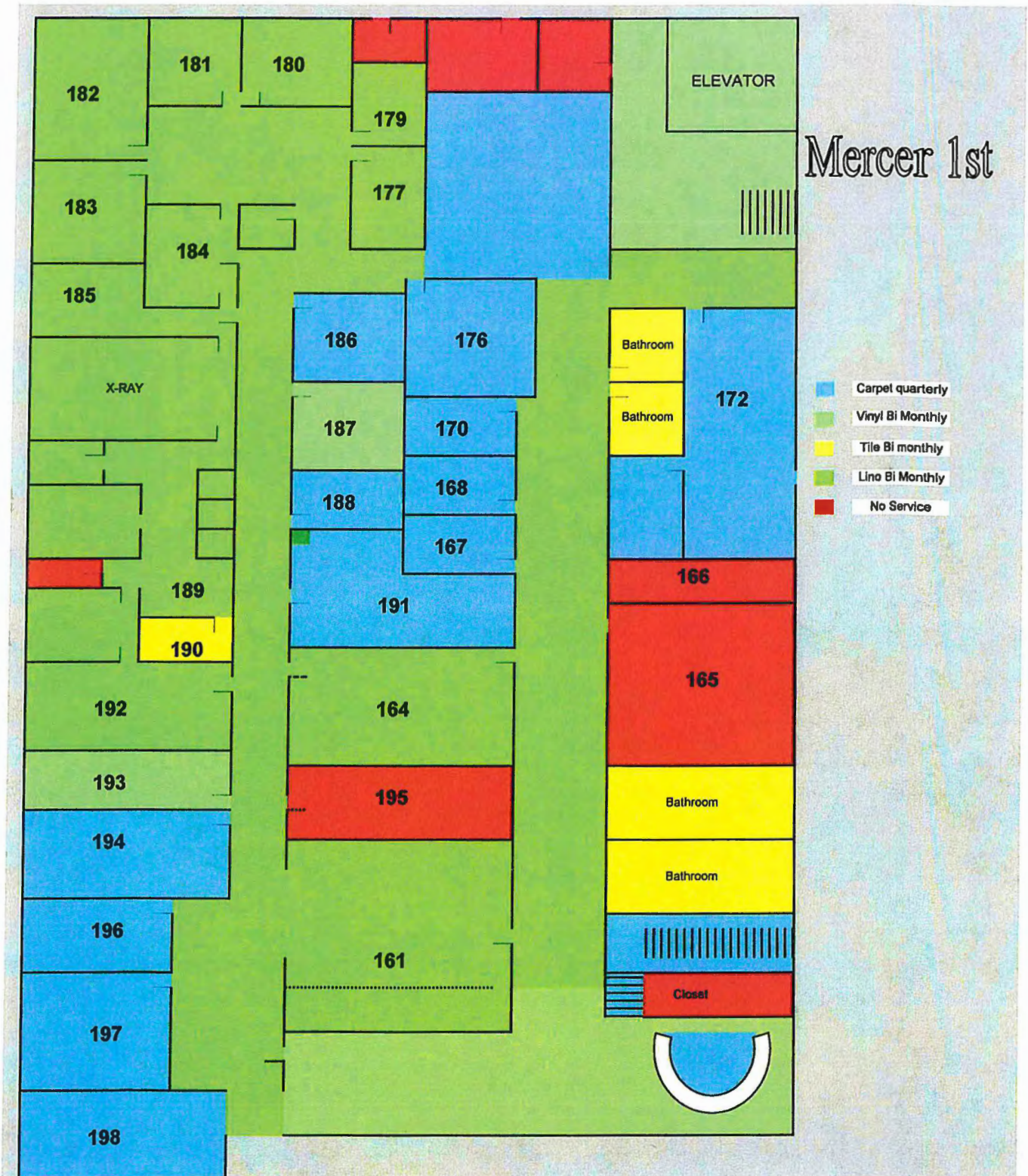


Mercer 3rd

- Carpet quarterly
- Vinyl Monthly
- Tile Bi monthly
- Carpet Monthly
- No Service







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:	

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 1st day of October, 2022, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and PBC SolutionOne, Inc. dba CCS Facility Services, a Colorado Corporation, whose address is 2695 North Fowler Avenue Suite 110A, Fresno, California, 93727 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-20-508, dated 15th day of December, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to routine and recurring janitorial services at COUNTY's Department of Public Health (DPH) Brix/Mercer Complex located at 1221 Fulton Street, Fresno, California, 93721 to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to include janitorial services at COUNTY'S DPH satellite testing locations, hereinafter referred to as "Testing Sites", and the Fresno County Animal Services, located at 1510 W. Dan Ronquillo Drive, Fresno, California 93706, hereinafter referred to as "Animal Shelter".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That all references in existing COUNTY Agreement No. A-20-508 to the "Brix/Mercer Complex" be changed to read, "Brix/Mercer Complex, Animal Shelter, and/or Testing Sites", where appropriate.
2. That all references in existing COUNTY Agreement No. A-20-508 to "Exhibit A", "Exhibit B", and "Exhibit D", be changed to read, "Revised Exhibit A", "Revised Exhibit B", and "Revised Exhibit D", where appropriate. Copies of revised Exhibits A, B and D are attached and incorporated herein by reference.
3. Section 5 of the Agreement COMPENSATION, located on page 5, lines 10 through 23, is deleted in its entirety and replaced with the following:

"COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual Services performed pursuant to the term and conditions of this

1 Agreement at the rate of Nine Thousand Two Hundred Eighty-One and No/Dollars (\$9,281.00)
2 per month (or proration thereof) for the Brix/Mercer Complex, the rate of Four Thousand Eight
3 Hundred Thirty-Five and No/Dollars (\$4,835.00) per month (or proration thereof) for the Animal
4 Shelter, and the rate of One Thousand Seven Hundred Ninety-Five and No/Dollars (\$1,795.00)
5 per month (or proration thereof) per site for the Testing Sites. In no event shall actual Services
6 performed under this Agreement be in excess of Two Hundred Twelve Thousand Four
7 Hundred Seventy-Two and No/Dollars (\$212,472.00) for each twelve (12) month period of this
8 Agreement.

9 Cost for special cleaning services (e.g. waxing, extra window washing, blind washing)
10 not identified in Exhibit C and Revised Exhibits A, B, and D, but requested and authorized by
11 COUNTY's DPH Director or designee, shall be paid by COUNTY to CONTRACTOR at the rate
12 of Thirty-Five and No/Dollars (\$35.00) per hour. In no event shall special cleaning services
13 performed under this Agreement be in excess of Five Thousand and No/Dollars (\$5,000.00) for
14 each twelve (12) month period of this Agreement.

15 In no event shall all actual Services and special cleaning services performed be in
16 excess of Nine Hundred Fifty-Five Thousand Nine Hundred Sixty-Eight and No/Dollars
17 (\$955,968.00) over the term of this Agreement. It is understood that all expenses incidental to
18 CONTRACTOR's performance of services under this Agreement shall be borne by
19 CONTRACTOR."

20 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
21 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
22 shall be considered the Agreement.

23 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
24 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
25 in full force and effect.

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

PBC SolutionOne, Inc., dba CCS

COUNTY OF FRESNO

By: 

By: 

Print Name: Stephen S. Larson

Brian Pacheco
Chairman of the Board of Supervisors
the County of Fresno

Title: Executive Vice President
Chairman of the Board, or
President, or any Vice President

By: 

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Print Name: Todd M. Van Opdorp

Title: COO
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

By: 
Deputy

Mailing Address:
1165 S. Pennsylvania, #200
Denver, CO 80210

For accounting use only:
Fund/Subclass: 0001/10000
Organization: 56107081
Account: 7070

FOR ACCOUNTING
USE ONLY:

Fund: 0001
Subclass: 10000
ORG No.: 56201500
Account No.: 7070

Fund: 0001
Subclass: 10000
ORG No.: 56201019
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. The following is the approximate percentage of the various types of floor coverings in the complex:

Unglazed Ceramic Tile	5.5%
Vinyl tile	15.6%
Sheet Vinyl	11%
Concrete (Equipment Rooms)	2.8%
Terrazzo	2.7%
Carpet	62.4%

ANIMAL SHELTER

The Animal Shelter has a total square footage of approximately 21,000: The following is the approximate percentage of the various types of floor coverings in the complex:

Vinyl tile	4.26%
Concrete	95.74%

TESTING SITES

The Testing Site will vary in size and duration of use. Typical size of facility will be no less than 500 square feet and no more than 1,500 square feet. The use will vary between 3 to 6 days per week. Knowing the floor coverings will not be known until the time of occupation of the site for testing.

CONTRACTOR shall provide sufficient janitorial staff to complete services within guidelines set forth in this Agreement. Failure to complete or perform services as described and scheduled may result in the Contractor being “Declared in Default”.

DECLARED IN DEFAULT:

If CONTRACTOR has been “Declared in Default”, COUNTY may deduct the dollar amount of the services not performed by the CONTRACTOR from the amount owed the CONTRACTOR by the COUNTY. At the COUNTY’s option, the required services may be secured from other source(s) deducting the actual cost of the services plus a one hundred dollar (\$100)

administrative fee per day of incomplete service(s) rendered from the amount owed the CONTRACTOR by the COUNTY. CONTRACTOR will be notified of the lapse in service and be given the opportunity to send appropriate staff to complete the service. If CONTRACTOR does not reply or does not have staff available within two (2) hours of the COUNTY's request the COUNTY will deduct the administrative fee plus any actual costs to complete the service. All work shall be thoroughly performed to the satisfaction of the COUNTY's DPH Coordinator.

QUALITY CONTROL:

CONTRACTOR shall check and maintain the janitorial communication logbook, certifying in writing that complaints received are corrected. CONTRACTOR shall provide one (1) hour of Quality Control from 9:00 a.m. until 10:00 a.m. one (1) day per week as agreed upon between CONTRACTOR and COUNTY's DP. CONTRACTOR's Quality Control Janitor will speak English and will walk-through the facility with the COUNTY's DPH Coordinator, or assigned Maintenance Janitor. The purpose of the walk-through is to ensure that the proper level of cleanliness is maintained. A quality control checklist will be utilized to monitor the quality of services performed. CONTRACTOR's Quality Control Janitor will clean as directed, those areas identified as unsatisfactory by COUNTY.

FLOOR CLEANING SCHEDULE:

CONTRACTOR shall provide a detailed floor-cleaning schedule for carpets and hard surface floors in accordance with the terms of this Agreement. Schedule to be provided by CONTRACTOR prior to start of service.

SECURITY:

CONTRACTOR and its employees shall cooperate with COUNTY's security procedures. CONTRACTOR shall inform the COUNTY's DPH Coordinator as to how many employees will be performing work in the building prior to the start date of the contract. CONTRACTOR shall inform the COUNTY's DPH Coordinator prior to any changes in staff numbers. All employees of the CONTRACTOR shall obtain a COUNTY picture identification badge with required access permissions and keys, if applicable, to access these facilities.

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 Testing Sites 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.

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.
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. Window sills - if window sills 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 Coordinator.
 - 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 knobs, 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 polish 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 361
 - G. Room 407
 - H. Room 504
 - I. Room 523
 - J. Room 620
 - K. Room 653
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 where visible

BI-MONTHLY CLEANING: (Twice per Month- Schedule to be determined and mutually agreed upon by Contractor and 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 the building.
3. Outside the building, mop with a metal soap absorbent to insure the floors are kept in the highest state of cleanliness, appearance and safety.
4. Mopping, stripping, waxing and buffing of tile and vinyl floors to insure the floors are kept in the highest state of cleanliness, appearance and safety. Following is the schedule:

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

MONTHLY CLEANING:

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

Brix/Mercer Complex - 3rd Floor - stripped, waxed, buffed.
Brix/Mercer Complex - 6th Floor - stripped, waxed, buffed.

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. Clean 2nd Floor courtyard area (Brix Building).
7. Brix/Mercer Complex Buildings - 1st Floor - clean baseboard monthly and/or as needed.

CARPET CLEANING SCHEDULE

SERVICE AREA / SERVICE FREQUENCY

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:

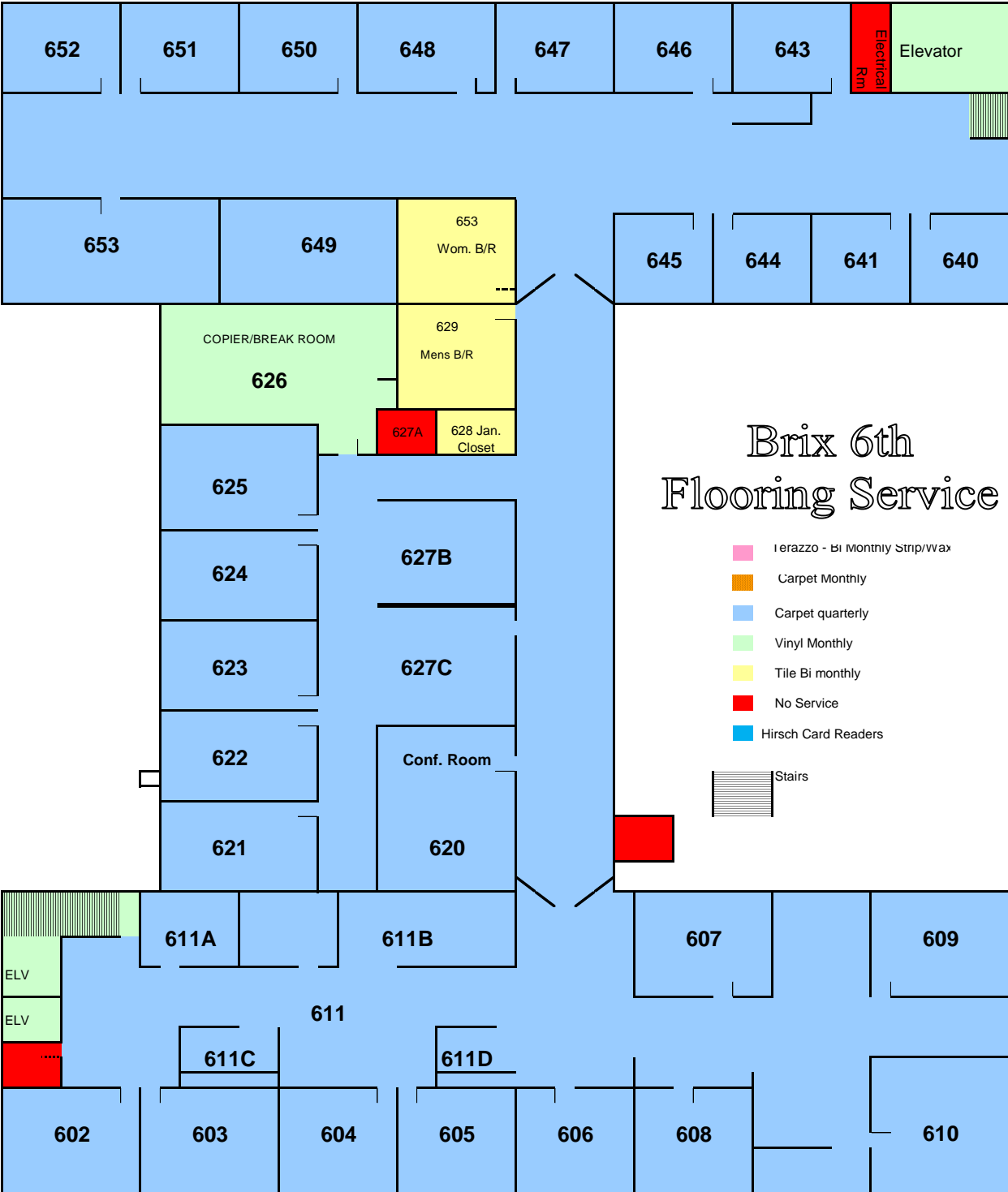
Quarterly – Four (4) times a year or every three (3) months.

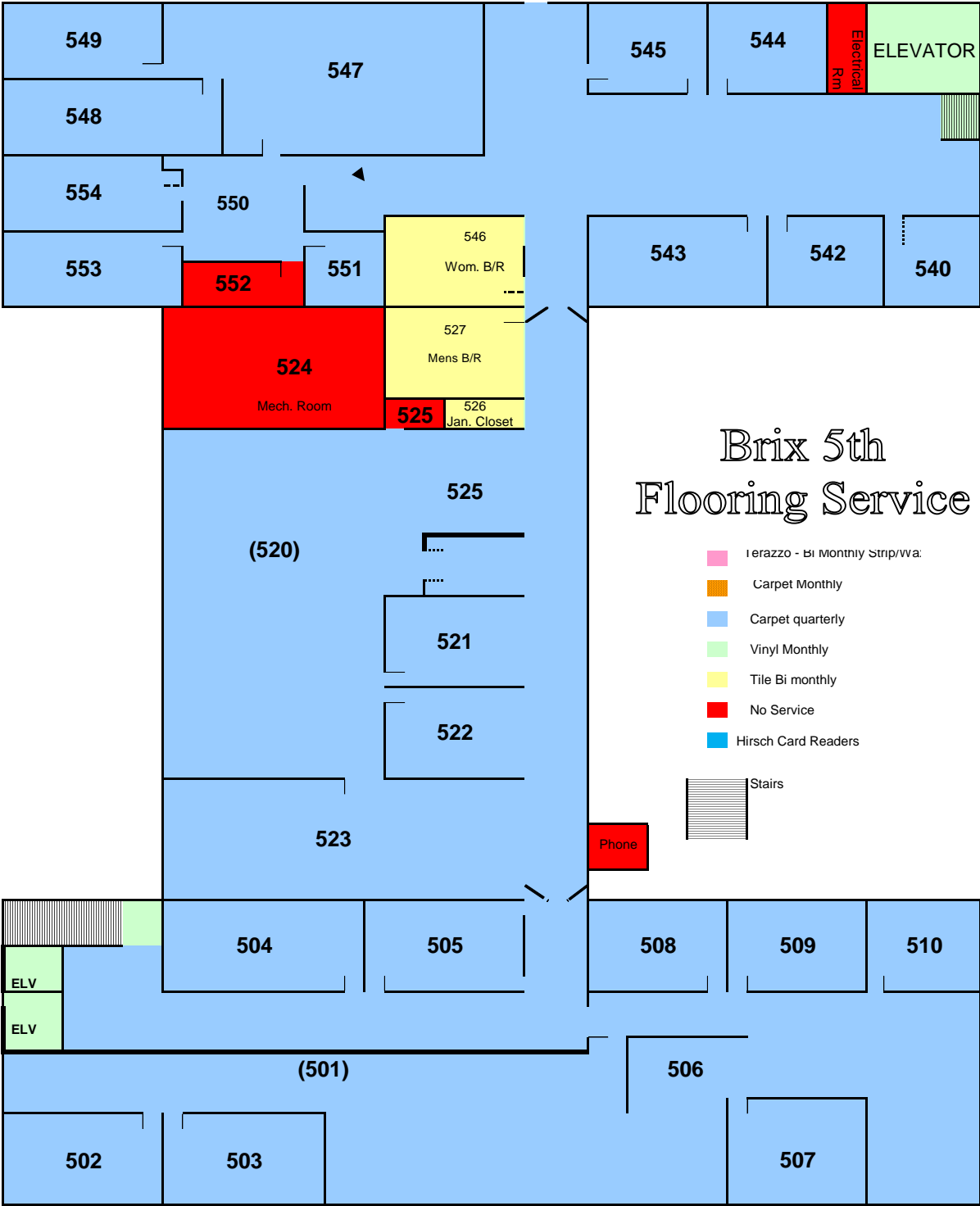
Monthly* – Once every calendar month.

*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.

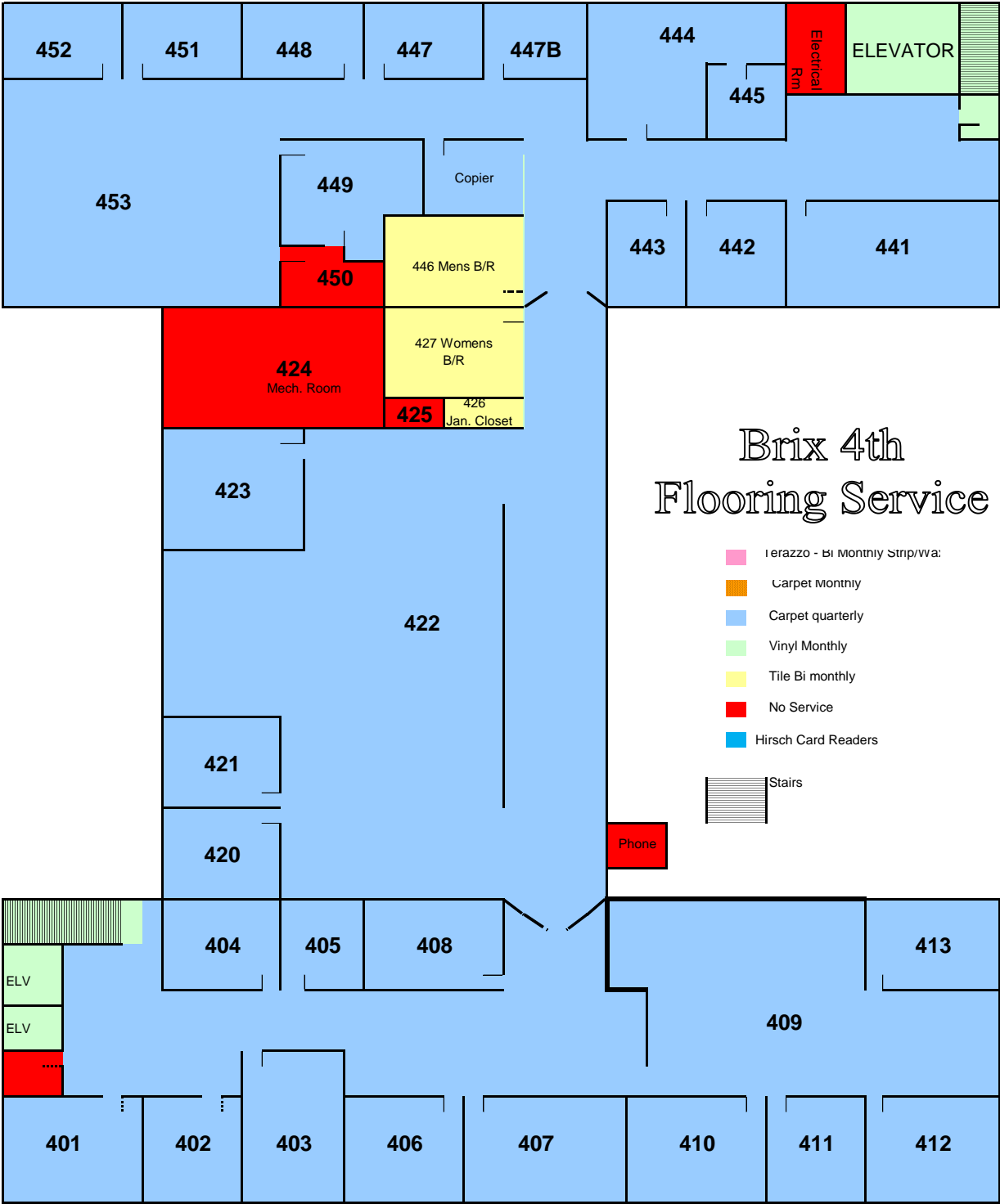
Bi-Monthly – Twice every calendar month.

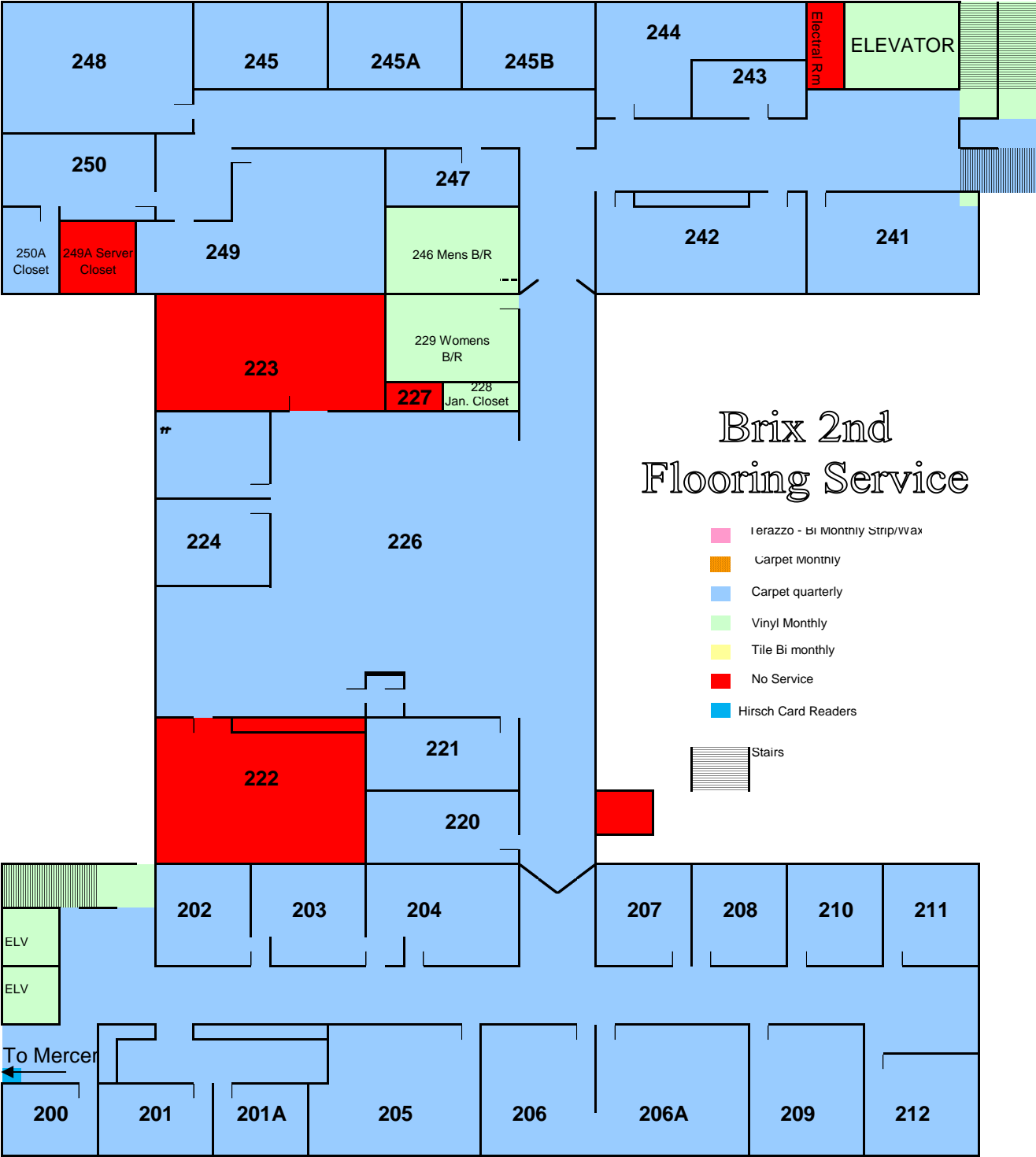
No Service – No floor maintenance service necessary.

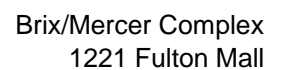


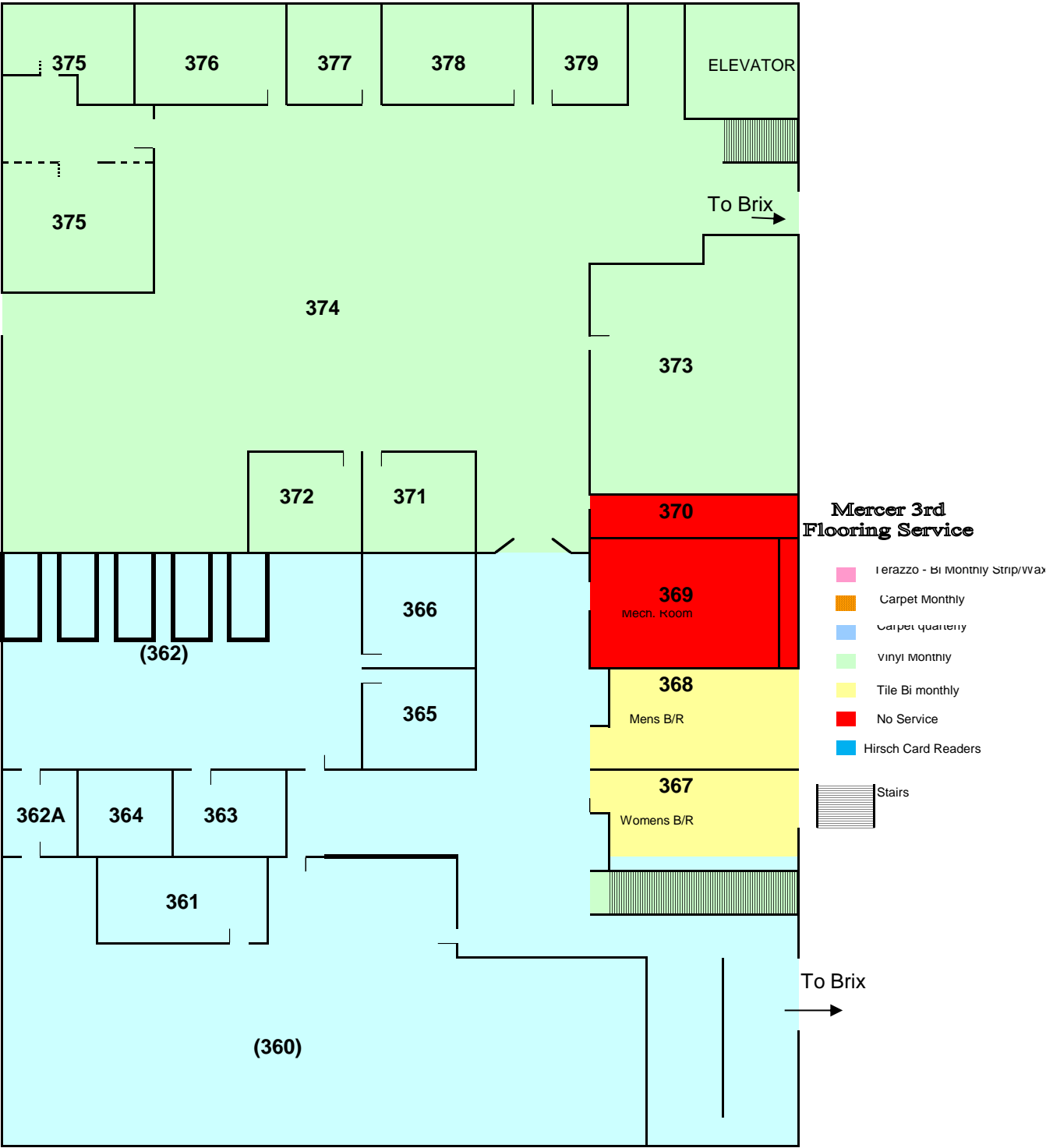


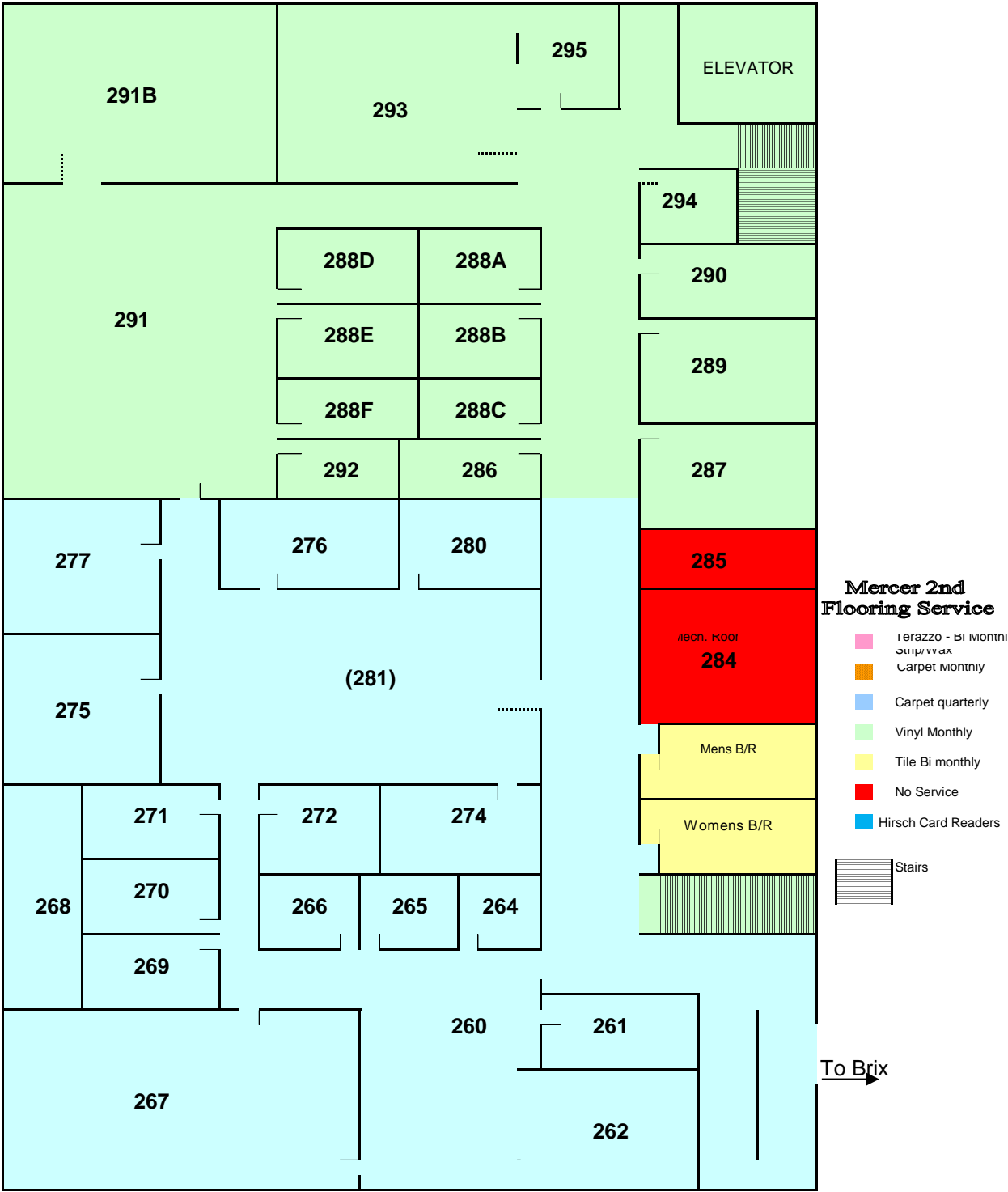


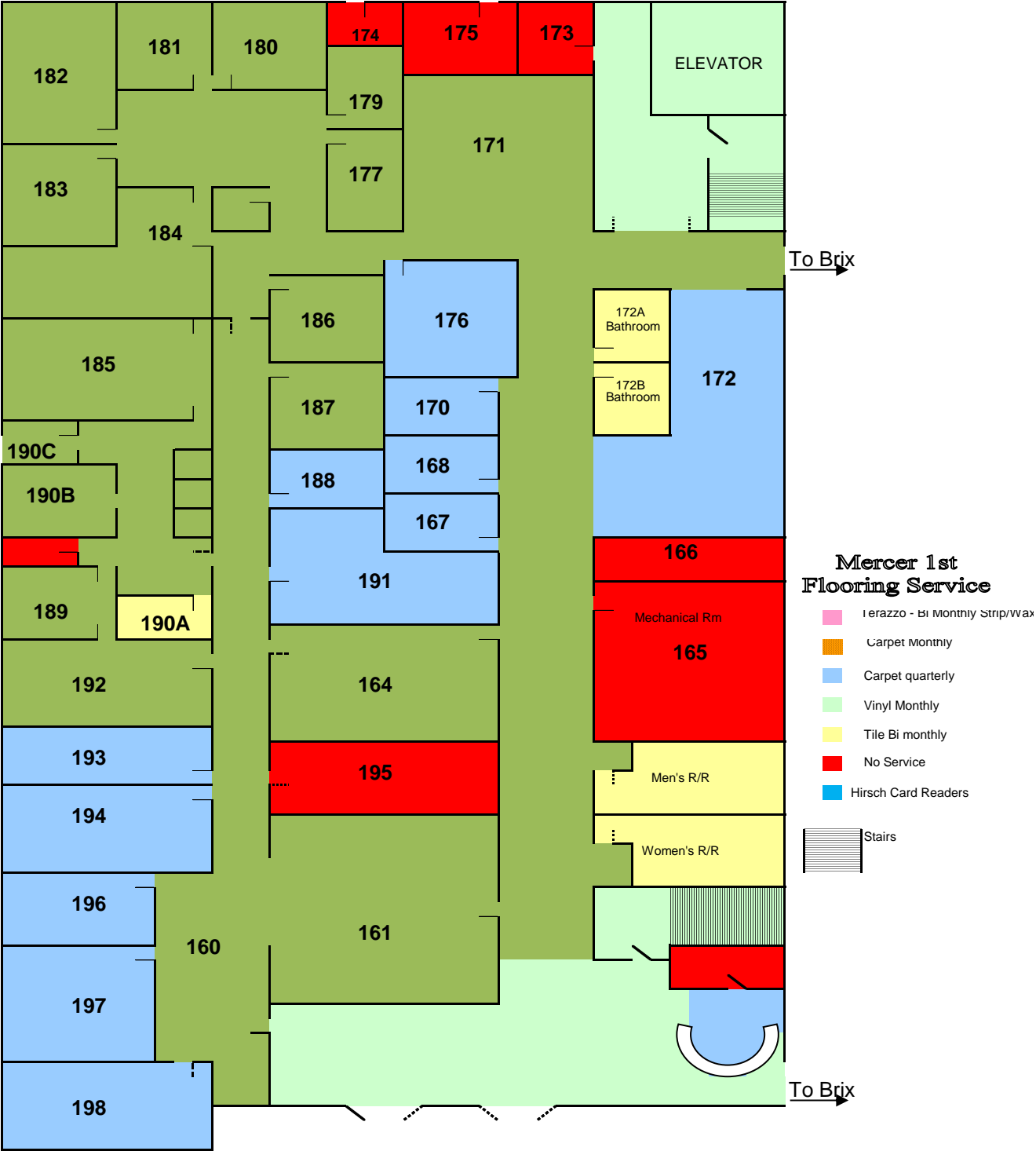






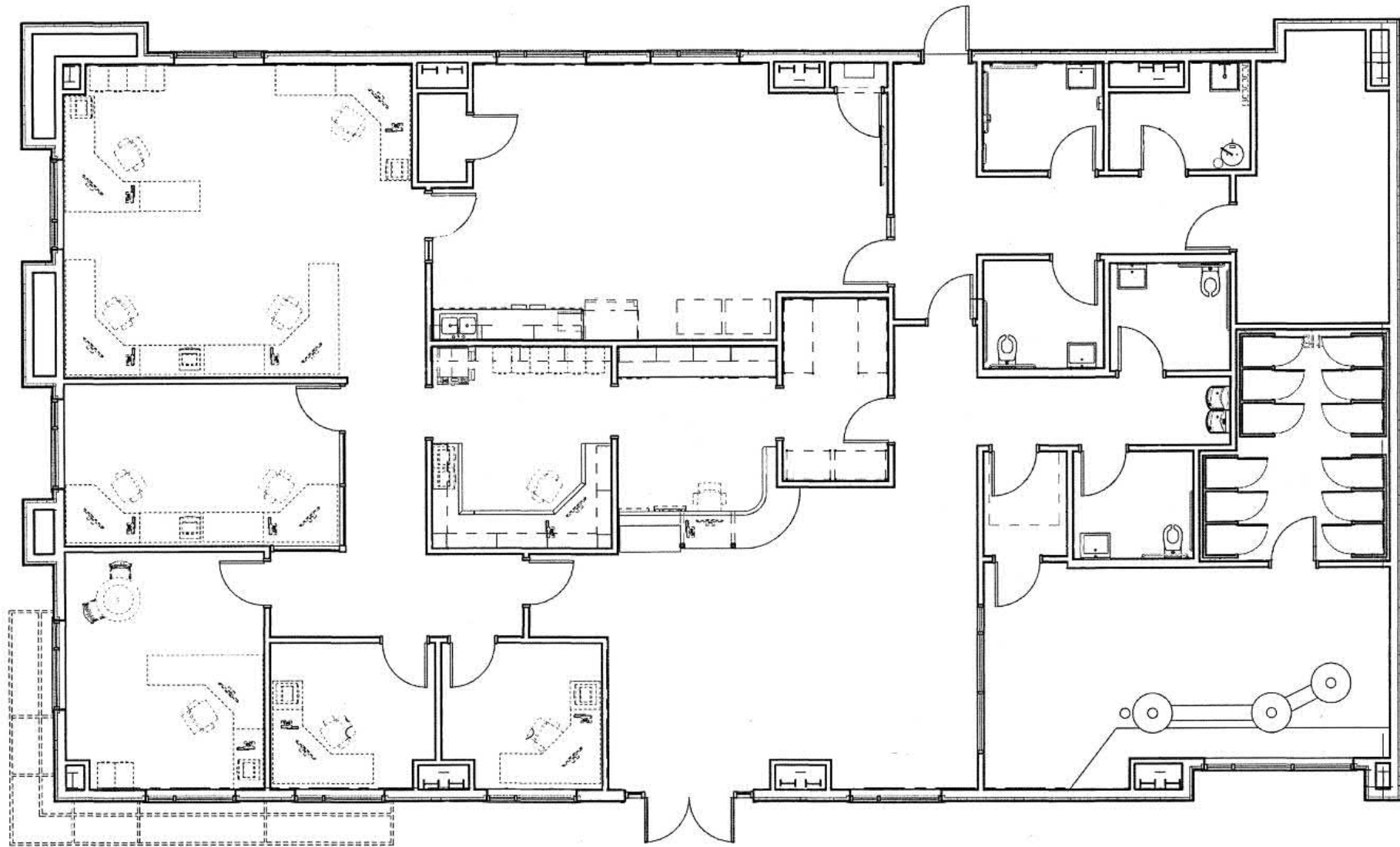






Brix Mezzanine
Flooring Service

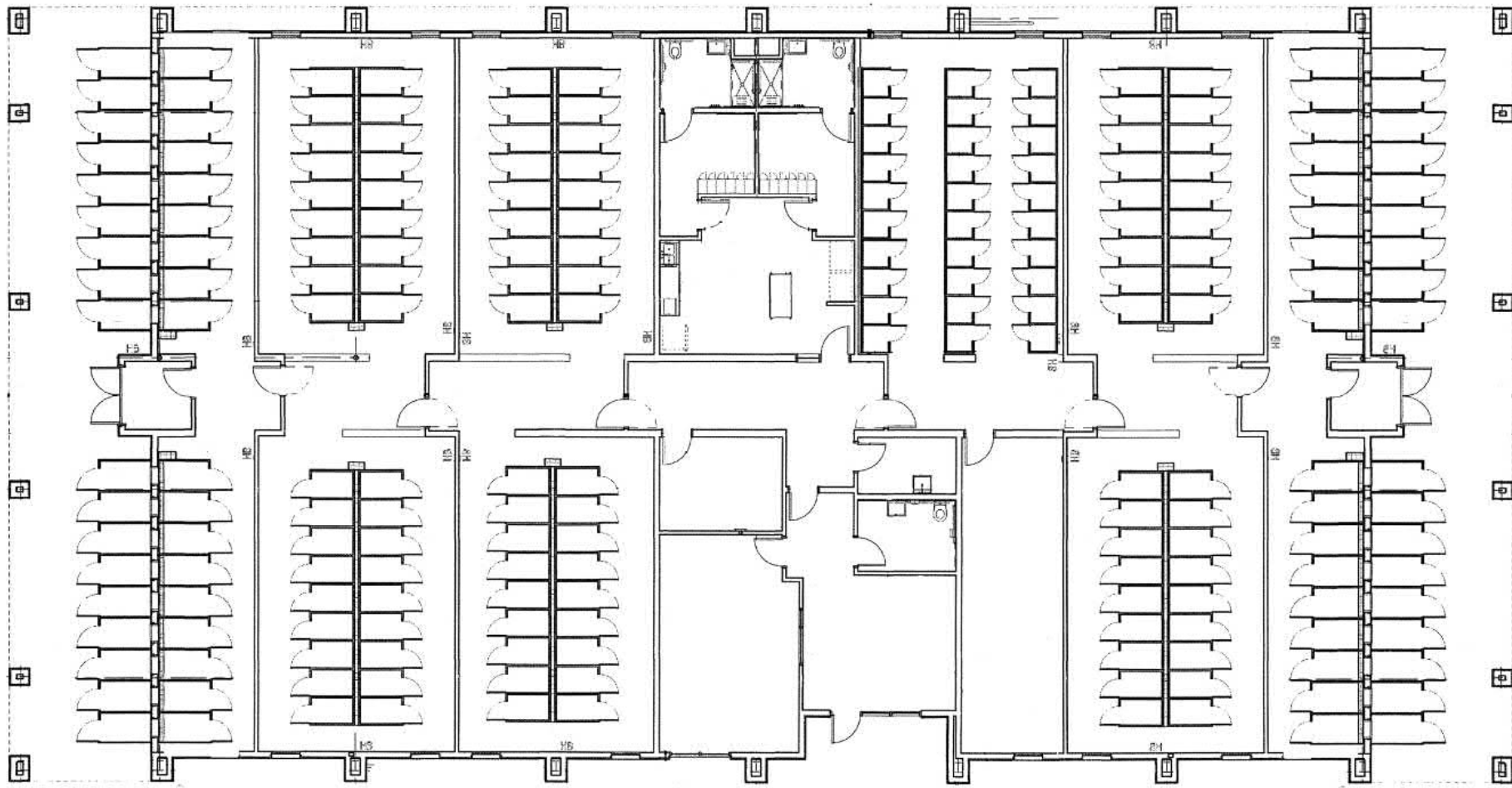




- Concrete Monthly
- Tile Bi monthly
- No Service

Animal Shelter Building 1 Flooring Service

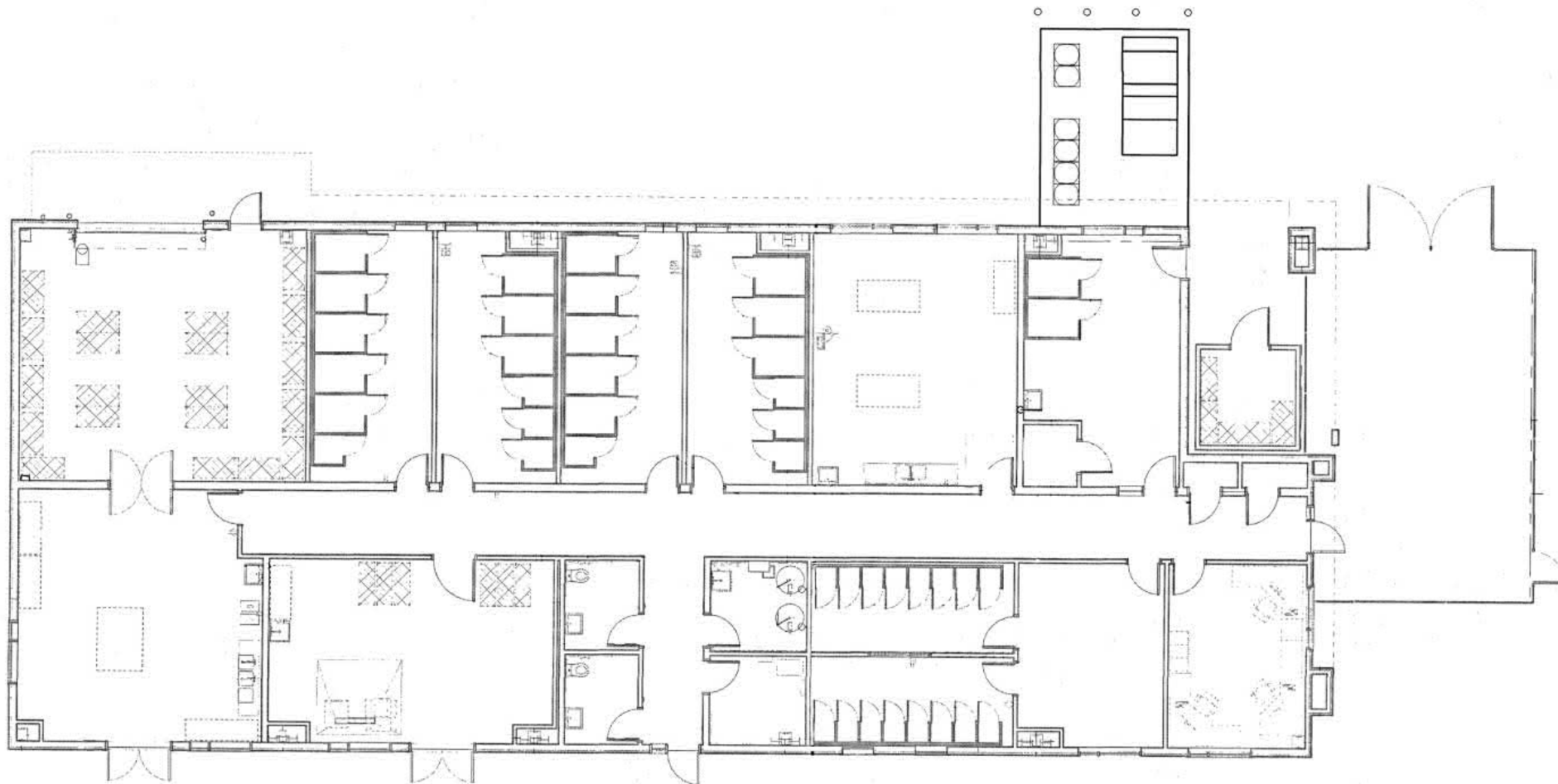
Fresno County Animal Services
1510 W Dan Ronquillo Dr.



- Concrete Monthly
- Tile Bi monthly
- No Service

Animal Shelter Building 2 Flooring Service

Fresno County Animal Services
1510 W Dan Ronquillo Dr.



- Concrete Monthly
- Tile Bi monthly
- No Service

Animal Shelter Building 3 Flooring Service

Fresno County Animal Services
1510 W Dan Ronquillo Dr.