

1                   **CONTRACT BETWEEN THE COUNTY OF LAKE AND KEN DORSEY TO PROVIDE JANITORIAL**  
2                   **SERVICES TO THE HEALTH SERVICES DEPARTMENT**  
3

4           This Contract is made and entered into this 1<sup>st</sup> day of October 2018, by and between the County of  
5 Lake, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Ken  
6 Dorsey, hereinafter referred to as "CONTRACTOR".

7                                   WITNESSETH

8   WHEREAS, pursuant to the provisions of Section 25358 of the Government Code, CONTRACTOR is  
9           engaged to furnish Janitorial and custodial services to COUNTY upon the terms and  
10          conditions contained herein.

11  
12   NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

13  
14   1. CONTRACTOR'S RESPONSIBILITIES:

- 15       A.   CONTRACTOR shall perform such janitorial and custodial duties as detailed in the "Schedule of  
16           Janitorial Services and Evaluation Form" attached hereto and by this reference incorporated as  
17           if fully set forth herein. All work performed shall be skillfully completed at all times, under the  
18           regular inspection of the Health Services Director.
- 19       B.   CONTRACTOR shall perform such services as detailed herein, in and about the facilities known  
20           as the Health Building at 922 Bevins Court, Lakeport.
- 21       C.   CONTRACTOR shall provide all customary janitorial supplies and equipment necessary for the  
22           performance of the specified work. Only proper and safe materials and equipment shall be used  
23           or stored on the premises.
- 24       D.   CONTRACTOR shall store materials and equipment used in performance of this Contract in  
25           areas assigned by the COUNTY. CONTRACTOR agrees to maintain safe, neat housekeeping  
26           of these areas at all times.
- 27       E.   Prior to employment by CONTRACTOR, all persons shall submit to a security check by the  
28           Lake County Sheriff.
- 29       F.   CONTRACTOR shall not allow unauthorized third persons entrance or access to building  
30           without prior approval from the Health Services Director or designee.

1 G. CONTRACTOR will ensure that all spaces will be locked and lights turned off immediately when  
2 cleaning in each area has been completed.

3 H. CONTRACTOR shall meet with Health Service Director or designee once a month on site for  
4 walk through and to discuss any concerns that either party may have.  
5

6 2. COUNTY'S RESPONSIBILITIES:

7 A. For such services, COUNTY shall pay CONTRACTOR the following sum:

<u>Building</u>	<u>Monthly Fee</u>
i. Health Building	\$ 1,110.86

10 Total maximum allowed under this contract shall not exceed Thirteen Thousand Three  
11 Hundred Thirty Dollars and 32 cents (\$13,330.32).

12 Payment shall be made on the last Friday of each month. Services for a partial month service  
13 shall be pro-rated accordingly. As provided for in Section 5, COUNTY may retain a portion of  
14 the monthly payment as liquidated damages. The above-stated compensation shall be firm  
15 for one year. Thereafter, if the term of this Contract is extended pursuant to paragraph 3  
16 herein below, the COUNTY Board of Supervisors may approve increase in monthly fee if cost  
17 of service increases more than the cost of living adjustment, upon written request from  
18 CONTRACTOR.  
19

20 B. COUNTY shall provide restroom supplies such as paper towels, toilet tissue, hand soap, and  
21 deodorant to be delivered by COUNTY Health Services Department Facilities Maintenance  
22 staff.  
23

24 3. TERM: This Contract shall commence on October 1, 2018, and terminate on September 30,  
25 2019, unless terminated earlier as hereinafter provided. COUNTY and CONTRACTOR may,  
26 upon mutual agreement, extend this Contract for additional one (1) year periods unless cost  
27 of service increases more than the cost of living adjustment as provided for in Section 2.A.  
28

29 4. TERMINATION: This Contract may be terminated as follows:

30 A. By mutual consent of the parties; or

B. By the Board of Supervisors or the Health Services Director, upon ten (10) days written notice thereof to CONTRACTOR.

Upon termination, COUNTY shall not be liable to pay CONTRACTOR the total compensation set forth in paragraph "2A" above, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this Contract.

5. PERFORMANCE EVALUATION/LIQUIDATED DAMAGES. CONTRACTOR'S performance shall be evaluated using the checklist attached hereto. As shown, the janitorial tasks are divided into two categories. A fault shall be counted against CONTRACTOR if he fails to satisfactorily complete one of the tasks in level one. One-half of a fault shall be counted against CONTRACTOR if it fails to satisfactorily complete one of the tasks in level two. The schedule below shows action that may be taken by COUNTY based on the number of faults counted against CONTRACTOR:

<u>No. of Faults</u>	<u>Level of Performance</u>	<u>COUNTY Action</u>
0	Perfect performance	No action
1-2	Acceptable performance	No action
3	Marginal performance	Issue warning notice
4+	Unacceptable performance	Enforce liquidated damages provision

At the discretion of the Health Services Director, liquidated damages may be withheld from the monthly payment based on the following number of faults:

<u>No. of Faults</u>	<u>Amount of Liquidated Damages</u>
4	5% of monthly payment
5-6	10% of monthly payment
7-8	15% of monthly payment
9+	20% of monthly payment

1 This remedy is without prejudice to the COUNTY'S right to terminate this contract. In addition to the  
2 above, liquidated damages of 5% of the monthly payment may be retained, at the discretion of the  
3 Health Services Director, for each day CONTRACTOR fails to appear and perform services agreed  
4 herein.

5  
6 6. LICENSE: CONTRACTOR shall provide to COUNTY proof of City of Lakeport business license.

7  
8 7. CONTRACTOR'S INSURANCE: CONTRACTOR shall not commence work under this Contract until  
9 it has obtained all the insurance required herein, certificates of insurance have been submitted to  
10 COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall  
11 contain a provision that coverage afforded under the policies will not be cancelled until at least twenty  
12 (20) days prior written notice has been given to COUNTY. Any failure of CONTRACTOR to maintain  
13 the insurance required by this paragraph or to comply with any of the requirements of this paragraph  
14 shall constitute a material breach of the entire Contract.

15  
16 Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within  
17 (10) days after the date of execution of this Contract by CONTRACTOR:

18 A. Workers' Compensation Insurance. CONTRACTOR shall procure and maintain, at  
19 CONTRACTOR'S own expense during the term hereof, Workers' Compensation Insurance for  
20 all of its employees to be engaged in work. In case of any such work sublet, CONTRACTOR  
21 shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the  
22 latter's employees to be engaged in such work unless such employees are covered by the  
23 protection afforded by Contractor's Workers' Compensation Insurance.

24 B. Public Liability and Property Damage Insurance. CONTRACTOR shall procure and maintain,  
25 at CONTRACTOR'S own expense during the term hereof, Comprehensive Public Liability  
26 Insurance, both bodily injury and property damage, in an amount of not less than Three  
27 Hundred Thousand Dollars (\$300,000.00) combined single limit coverage per occurrence,  
28 including but not limited to, endorsements for the following coverages: personal injury,  
29 premises-operations, products and completed operations, blanket contractual and  
30 independent contractor's liability.

1 C. Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor's own  
2 expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily  
3 injury and property damage, on owned, hired, leased and non-owned vehicles used in  
4 connection with CONTRACTOR'S business in an amount of not less than Three Hundred  
5 Thousand Dollars (\$300,000) combined single limit coverage per occurrence.

6 CONTRACTOR shall not commence work under this Contract until he has delivered to COUNTY an  
7 "Additional Insured Endorsement", naming COUNTY, its officers, employees and agents as additional  
8 insured under each of the aforesaid policies in sub-paragraphs "B" and "C".

9 CONTRACTOR shall require each subcontractor to procure and maintain, during the life of this  
10 contract, similar Public Liability Insurance as specified in sub-paragraphs "B" and "C" hereinabove,  
11 with minimum limits equal to one-half the amounts required by CONTRACTOR and containing the  
12 "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs "B" and "C"  
13 hereinabove. CONTRACTOR shall not allow any subcontractor to commence work on his  
14 subcontract until the insurance required of the subcontractor has been obtained.

15 8. INDEMNIFICATION-HOLD HARMLESS: CONTRACTOR shall indemnify and defend COUNTY and  
16 its officers, employees, and agents against and hold them harmless from any and all claims, losses,  
17 damages, and liability for damages, including attorney's fees and other costs of defense incurred by  
18 COUNTY, whether for damage to or loss of property, or injury to or death of a person, including  
19 properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out  
20 of, or alleged to arise out of, or resulting from or in any way connected with CONTRACTOR'S  
21 operations hereunder or the performance of the work described herein, unless such damage, loss,  
22 injury or death is caused solely by the negligence of COUNTY.

23 9. ASSIGNMENT: CONTRACTOR shall not assign any interest in this Contract and shall not transfer  
24 any interest in the same without the prior written consent of COUNTY, except that claims for money  
25 due or to become due CONTRACTOR from COUNTY under this Contract may be assigned by  
26 CONTRACTOR to a bank, trust company or other financial institution without such approval. Written  
27 notice of any such transfer shall be furnished promptly to COUNTY. Any attempt at assignment of  
28 rights under this Contract except for those specifically consented to by both parties or as stated  
29 above, shall be void.  
30

- 1 10. INDEPENDENT CONTRACTOR: It is specifically understood and agreed that in the making and  
2 performance of this Contract, CONTRACTOR is an independent contractor and is not an employee,  
3 agent or servant of COUNTY.
- 4 11. MODIFICATION: This CONTRACT may only be modified by a written amendment hereto, executed  
5 by both parties; however, matters concerning scope of services which do not affect the agreed price  
6 may be modified by mutual written consent of CONTRACTOR and COUNTY, executed by the Health  
7 Services Director.
- 8 12. NONDISCRIMINATION IN EMPLOYMENT: In the performance of the work authorized under this  
9 Contract, CONTRACTOR shall not unlawfully discriminate against any qualified worker because of  
10 race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical  
11 condition, marital status, or age (over 40).
- 12 13. ATTORNEY'S FEES AND COSTS: If any action at law or in equity is necessary to enforce or  
13 interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees,  
14 costs, and necessary disbursements in addition to any other relief to which such party may be  
15 entitled.
- 16 14. INTEREST OF CONTRACTOR: CONTRACTOR hereby covenants that it has, at the time of the  
17 execution of this Contract, no interest, direct or indirect, which would conflict in any manner or degree  
18 with the performance of services required to be performed pursuant to this Contract. CONTRACTOR  
19 further covenants that in the performance of this work, no person having any such interest shall be  
20 employed.
- 21 15. SEVERABILITY: If any provision of this Contract is held to be unenforceable, the remainder of this  
22 Contract shall be severable and not affected thereby.
- 23 16. NOTICES: All notices that are required to be given by one party to the other under this Contract shall  
24 be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly  
25 addressed envelope and deposited with a United States Post Office for delivery by registered or  
26 certified mail addressed to the parties at the following addresses, unless such addresses are changed  
27 by notice, in writing, to the other party:  
28

29 COUNTY OF LAKE  
30 Health Services Director

CONTRACTOR  
Attention: Ken Dorsey

922 Bevins Court  
Lakeport, California 95453

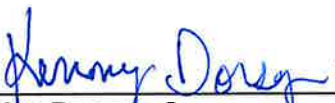
P. O. Box 245  
Lower Lake, CA 95457

17. ADDITIONAL PROVISION: This Contract shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

COUNTY OF LAKE

CONTRACTOR

\_\_\_\_\_  
Chairman, Board of Supervisors

  
\_\_\_\_\_  
Ken Dorsey, Owner

ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board

Address: P O Box 1147  
Lower Lake, CA 95457  
Telephone: 707/ 279-4909  
Fed. I.D. No: \_\_\_\_\_

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By:   
\_\_\_\_\_  
Deputy

