

CONTRACT FOR PEOPLE SERVICES, INC. V-3

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS" and People Services, Inc., hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

1. TERM

This Contract shall commence on July 1, 2019 and shall terminate on June 30, 2021, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

2. COMPENSATION

Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Work), incorporated herein by this reference. Compensation to Contractor, shall not exceed Nine Thousand Two Hundred and Thirty-Four dollars and Thirty-Three cents (\$9,234.33) per year.

The above stated compensation shall be firm for the period of July 1, 2019 through June 30, 2021. Thereafter, LCDSS may, at its option, approve a cost of living adjustment, upon written request from Contractor. Said adjustments shall equal ninety percent (90%) of the percentage increase in the U.S. Department of Labor, Consumer Price Index, U.S. City Average, except that said adjustments shall be capped and shall not exceed a six and one-half percent (6.5%) increase over the actual monthly payment for each prior year.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

3. TERMINATION

This Contract may be terminated by mutual consent of the parties or by Director upon 30 days written notice to the Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, Director will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

4. MODIFICATION

This Contract may only be modified by a written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and Director.

CONTRACT FOR PEOPLE SERVICES, INC. V-3

5. NOTICES

All notices between the parties shall be in writing addressed as follows:

LCDSS
P O Box 9000
Lower Lake, CA 95457

People Services, Inc.
4195 Lakeshore Blvd.
Lakeport, CA 95453

6. EXHIBITS

The Contract Exhibits, as listed below are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

7. TERMS AND CONDITIONS

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.


This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport California on 2/8/19.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors


~~Helen Dumont~~ Dana Lewis
Executive Director

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "A" – SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

Contractor shall provide grounds maintenance services for Department of Social Services as follows:

Anderson Ranch Building
15975 Anderson Ranch Parkway
Lower Lake, CA 95457

Twice per week-

Remove trash and debris from grounds and from garbage cans and put in trash dumpster. Check around dumpster enclosure and remove any trash from the area.

Weekly or as needed-

- Clean outside ashtrays and empty debris into trash dumpster.
- Sweep and/or blow walkways and parking lot.
- Mow and edge lawns.
- Trim and groom shrubs to maintain full visibility and access.
- Weed control around trees, in grass areas, sidewalks, dumpster, propane enclosures and parking lot.
- Adjust irrigation system.
- Scrape and wash bird residue from walkways.
- Wash with hot soapy water and rinse outside tables when seasonally appropriate.
- Perform all other necessary duties to maintain landscaping as needed.

Monthly-

- Clean gutters and drainpipes.
- Remove birds nests when not occupied.

2 Times a year-

- Fertilize lawns and shrubs.
- Maintain defensible space around parking lot. Clear dead, dried weeds back 10 feet around perimeter of building.

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "A" – SCOPE OF SERVICES

Employment Services Job Zone Building
9055 Highway 53
Lower Lake, CA 95457

Weekly or as needed-

- Remove trash and debris from grounds and from garbage cans and put in trash dumpster. Check around dumpster enclosure and remove any trash from the area.
- Clean outside ashtrays and empty debris into trash dumpster.
- Sweep and/or blow walkways and parking lot.
- Mow fenced in parking area.
- Trim and groom shrubs to maintain full visibility and access.
- Trim ground cover to maintain walkways and parking lot free of growth.
- Weed control around trees, in grass areas, sidewalks, dumpster, propane enclosures and parking lot.
- Scrape and wash bird residue from walkways.
- Wash with hot soapy water and rinse outside tables when seasonally appropriate.
- Perform all other necessary duties to maintain landscaping as needed.

Monthly-

- Clean gutters and drainpipes.
- Remove birds nests when not occupied.

2 Times a year-

- Fertilize lawns and shrubs.
- Maintain defensible space around parking lot. Clear dead, dried weeds back 10 feet around perimeter of building.

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "A" – SCOPE OF SERVICES

Housing Building
14092 Lakeshore Dr
Clearlake, CA 95422

2 Times a month-

- Remove trash and debris from grounds and put in trash dumpster.
- Clean outside ashtrays and empty debris into trash dumpster.
- Sweep and/or blow walkways and parking lot.
- Remove cob webs from outside perimeter of building, including gates and fences.
- Trim and groom trees to maintain full visibility and access.
- Weed control around trees, flower beds, sidewalks and parking lot.
- Scrape and wash bird residue from walkways.
- Wash with hot soapy water and rinse outside tables when seasonally appropriate.
- Perform all other necessary duties to maintain landscaping as needed.

Bi Monthly or as needed-

- Clean gutters and drainpipes.
- Remove birds nests when not occupied.

For tasks that need to be performed "Weekly", Contractor shall meet with County Social Services Director, or designee, when needed to determine whether those tasks are to be performed that week.

Contractor shall provide LCDSS with Material Data Safety Sheets for all products used in grounds maintenance at LCDSS.

CONTRACT FOR PEOPLE SERVICES, INC. V-3
EXHIBIT "B" – FISCAL PROVISIONS

1. INVOICES

A. Contractor shall submit monthly invoices, in the format provided by LCDSS, based on actual expenses, no later than the 20th of the month following the month in which services were provided, except for the months of May and June.

B. For the months of May and June:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.
2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 10th of the fiscal year period.
3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 1A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

D. LCDSS shall charge Contractor an administrative fee of 10% for processing of late invoices. Said fee shall be deducted from each late invoice.

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "C" – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

2. NON-DISCRIMINATION

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS "Assurance of Compliance" form.

3. ABUSE REPORTING REQUIREMENTS

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "C" – COMPLIANCE PROVISIONS

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by Director.

5. CHILD SUPPORT

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

6. PAYROLL TAXES AND DEDUCTIONS

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

7. CONTRACTS IN EXCESS OF \$100,000

Contractor shall comply with all applicable orders or requirements issued under the following laws:

- A. Clean Air Act, as amended (42 USC 1857).
- B. Clean Water Act, as amended (33 USC 1368).
- C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- E. Public Contract Code Section 10295.3.

8. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "C" – COMPLIANCE PROVISIONS

County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

9. STANDARD OF CARE

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

10. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

11. INSURANCE

A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

D. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

E. Contractor shall not commence work under this Contract until it has obtained all the insurance required hereinabove and submitted to LCDSS certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to LCDSS, at least 30 days prior to expiration date, a new certificate of insurance.

F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of

CONTRACT FOR PEOPLE SERVICES, INC., V-3
EXHIBIT "C" – COMPLIANCE PROVISIONS

insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

G. Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire contract.

12. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of Director except that claims for money due or to become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

14. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of County of Lake.

15. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of LCDSS.

16. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.