RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes____ No X )
Recommend Resolution authorizing Chair to sign Personal Services Agreement with Clara Mossman for janitorial services at Health Department office.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The contractor for these janitorial services recently brought to the Department’s attention her inability to continue to provide janitorial services at the previous contract amount ($400 per month). She is required by the County contract to maintain liability insurance which is a cost of $60 per month and to provide her own equipment, including vacuum cleaner, mops, brooms, and paper towels and cleaning materials as per guidelines in the Personal Services Agreement. Contractor also subcontracts for help with the job. She has discovered, apparently, that she is generating less than $100 a month for her own efforts from the current contract. There has been no “cost of living” adjustment to this contract for several years.

As a result of the request by the contractor for an adjustment of the amount of her contract, the Department began a thorough search for alternative services. We contacted seven professional janitorial services. (Two refused to even give us a bid or proposal, because of the insurance costs and/or because the services were based outside of Mariposa.) We were, in the end, unsuccessful in finding any other service interested in bidding on this contract. The Department also investigated the cost for janitorial services in other County buildings of a similar size. It was noted that the former Mariposa Family Medicine Office, now the Family Support Services, has a contract with the same individual for cleaning that building for the amount of $800 a month. The Health Officer is familiar with both the current Health Department building and the Family Support Services building.

It is the judgement of the Department Head and staff of the Health Department that a new contract for the increased amount ($600) which encompasses several additional services to be performed (see in italics) is a reasonable, fair, and equitable arrangement for cleaning the office and clinic spaces. We, therefore, recommend adoption of the revised contract. The amount of the proposed contract is in the FY 02 – 03 requested budget.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No janitorial services for cleaning the Health Department and clinical facilities.

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COSTS:

A. Budgeted current FY $7,200
B. Total anticipated costs $7,200
C. Required additional funding $0
D. Internal transfers $0

SOURCE:

A. Unanticipated revenues $0
B. Reserve for contingencies $0
C. Source description: Balance in Reserve for Contingencies, if approved: $0

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

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CLERK'S USE ONLY:

Res. No.: 02-263 Title: AGENDA ACTION FORM
Ord. No.:
Vote - Ayes: 5
Absent: 
Abstained: 
Denied: 
Approved: 
No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: Deputy

A.O. Initials: WJ

Action Form Revised 5/92
AGREEMENT

PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CLARA MOSSMAN, hereinafter referred to as "CONTRACTOR", for services to be provided to COUNTY.

WITNESSETH:

WHEREAS, COUNTY is in need of specialized services to be provided to the County ___HEALTH___ Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County ___HEALTH___ Department;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This AGREEMENT shall become effective on ___July 1, 2002___ and shall terminate on ___June 30, 2003___, unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the PARTIES that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venturer or partner of COUNTY. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR or any employee or agent of CONTRACTOR. Both PARTIES acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this AGREEMENT.
ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. CONTRACTOR agrees to perform the services as described on Exhibit "A" attached hereto.

Method of Performing Services

Section 3.02. CONTRACTOR will determine the method, details, and means of performing the above-described services. COUNTY shall not have the right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR'S services.

Employment of Assistants

Section 3.03. CONTRACTOR may, at the CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this AGREEMENT. COUNTY may not control, direct, or supervise CONTRACTOR’S assistant employees in the performance of those services. CONTRACTOR assumes full performance of those services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:

The total sum of __seventy two hundred__ DOLLARS ($7,200) for services as described above. The total sum to be paid to CONTRACTOR includes all labor, materials, travel and other expenses to be incurred by CONTRACTOR in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this AGREEMENT, as follows:

[ ] Total sum to be paid upon completion of services,

or

[xx] Incremental payments based on the following schedule:

$600.00 per month for cleaning of the Public Health Office.

Contractor shall submit a bill to the Health Department on the 27th of each month for payment by the 15th of the following month.
Invoices

Section 4.02. CONTRACTOR shall submit invoices for all services being rendered from the CONTRACTOR to the COUNTY.

Date for Payment of Compensation

Section 4.03. Payment shall be made within 45 days of invoices being submitted from the CONTRACTOR to the COUNTY.

Expenses

Section 4.04. CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for COUNTY, including but not limited to, all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business, with the exception of the annual rental of a steam cleaner to shampoo the carpet as described in Attachment “A”. COUNTY shall not be responsible for any expense incurred by CONTRACTOR in performing services for COUNTY.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. CONTRACTOR will supply all tools and instrumentalities, required to perform the services under this AGREEMENT. CONTRACTOR is not required to purchase or rent any tools, equipment or services from COUNTY.

Section 5.02. COUNTY shall not provide working space, supplies, materials or other such support to CONTRACTOR in the performance of the services and tasks as described herein.

Indemnification of Liability

Section 5.03. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of CONTRACTOR or CONTRACTOR'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. CONTRACTOR agrees to maintain a policy of liability insurance in the minimum amount of three hundred thousand ($300,000.00) to cover any such claims.

Workers' Compensation

Section 5.04. CONTRACTOR shall provide Workers' Compensation insurance as required by the State of California for all services provided hereunder.
Assignment

Section 5.05. CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTOR'S reputation and expertise in his or her field and, therefore, neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.

State and Federal Taxes

Section 5.06. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:
- COUNTY will not withhold FICA (Social Security) from CONTRACTOR'S payments;
- COUNTY will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;
- COUNTY will not withhold state or federal income tax from payment to CONTRACTOR;
- COUNTY will not make disability insurance contributions on behalf of CONTRACTOR;
- COUNTY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF COUNTY

Cooperation of County

Section 6.01. COUNTY agrees to comply with all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This AGREEMENT shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of CONTRACTOR;
2. Death of CONTRACTOR.
Termination by County for Default of Contractor

Section 7.02. Should CONTRACTOR default in the performance of this AGREEMENT or materially breach any of its provisions, COUNTY, at COUNTY'S option, may terminate this AGREEMENT by giving written notification to CONTRACTOR.

Termination for Failure to Make Agreed Upon Payments

Section 7.03. Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR'S option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either PARTY to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses appearing below, but each PARTY may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY: Mariposa County Health Department
Post Office Box 5
Mariposa, California 95338

CONTRACTOR: Clara Mossman
Post Office Box 430
Mariposa, California 95338

Entire Agreement of the Parties

Section 8.02. This AGREEMENT supersedes any and all agreements, either oral or written, between the PARTIES hereto with respect to the rendering of services by CONTRACTOR for COUNTY and contains all the covenants and agreements between the PARTIES with respect to the rendering of such services in any manner whatsoever. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not
embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that PARTY may be entitled.

Governing Law

Section 8.05. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

[Signature]
Robert C. Stewart, Chairman
Board of Supervisors
Date: 10-3-02

CONTRACTOR:

[Signature]
Clara Mossman
Date: 10-1-02

Social Security or Taxpayer Identification Number 550-02-6646

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
JEFFREY G. GREEN, County Counsel
As custodian for the Health Department, CONTRACTOR shall perform the following duties:

**WINDOWS:**
Washed inside and outside twice a year, *May and October.*
*Wash screens at the same time.*
*Keep front door glass clean weekly.*
Window sills to be dusted twice a month.
Mini-blinds to be dusted once a month.

**GENERAL CLEANING:**
Cobwebs removed weekly.
*Wash fingerprints from doors, walls, wall plates, molding and furniture with mild disinfectant weekly.*
*Clean chairs monthly with disinfectant.*
*Kids furniture to be cleaned with disinfectant weekly.*
*Baseboards to be vacuumed one time per month with dusting brush tool, washed with soap and water two times per year.*
Lobby entry way linoleum to be stripped and waxed quarterly.
All counter tops to be cleaned twice a week.
Paper products and soap to be replenished as needed.
Desks to be dusted once a week. *(On weekend – if desk has everything placed on desk pads, dust desk. Those desks not set up for dusting are not to be dusted.)*
*Dust computers, screens, bookshelves (including sides) and file cabinets.*
Empty all wastepaper baskets twice a week.

**CLINIC ROOM CLEANING:**
Linoleum to be cleaned and *wet mopped with disinfectant* two times a week.
All counter tops to be cleaned twice a week.
*Exam table to be cleaned with mild disinfectant weekly.*
*Clinic room items (except table) are to be removed for cleaning.*

**CARPETS:**
Carpets to be vacuumed twice a week with *industrial strength vacuum.*
Carpets to be steam cleaned yearly (per manufacturer’s instructions).
Spots to be removed as necessary.

**BATHROOMS:**
Bathroom floors to be mopped two times a week with *industrial strength disinfectant.*
Toilets and sinks, plus sink in clinic room, to be cleaned twice a week.

**MISCELLANEOUS:**
*Check for messages on message board inside closet door.*
Equipment, such as rug shampooer, is to be rented by Ms. Mossman at the Health Department’s expense.