




air pollution control district
SANTA BARBARA COUNTY

Agenda Item: D-7
Agenda Date: August 15, 2024
Agenda Placement: Admin.
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Kristina Aguilar, CPA, Administrative Division Manager, (805) 979-8288

SUBJECT: Award Contracts for District Janitorial Services to Ramirez Carpet Cleaning Inc. for the Santa Barbara Office and Jan-Pro Central Coast for the Santa Maria Office

RECOMMENDATION:

Consider recommendations as follows:

1. Find, in accordance with Government Code §31000, that the District does not have employee resources to complete the custodial work to be completed by Ramirez Carpet Cleaning Inc. or Jan-Pro Central Coast, and that the District's economic interests are served by the attached contracts for such services;
2. Approve and authorize the Chair to execute Agreement 1 for Services of Independent Contractor with Ramirez Carpet Cleaning Inc. (a local vendor) in a base contract amount of \$15,000.00, to provide District janitorial services and on-demand custodial services and supplies in the Santa Barbara District office for the twenty-four (24) month period beginning on July 1, 2024, and ending on June 30, 2026;
3. Approve and authorize the Chair to execute Agreement 2 for Services of Independent Contractor with Jan-Pro Central Coast (a local vendor) in a base contract amount of \$15,000.00, to provide District janitorial services in the Santa Maria District office for the twenty-four (24) month period beginning on July 1, 2024, and ending on June 30, 2026; and
4. Authorize the Air Pollution Control Officer, to approve amendments to Agreement 1 and 2 with Ramirez and Jan-Pro, in an aggregate amount not to exceed \$5,000.00 (i.e., approximately 16% of the base contract amount), for a total not-to-exceed contract amount of \$35,000.00 between the two contracts.

Aeron Arlin Genet, Air Pollution Control Officer

DISCUSSION:

Agreement 1 with Ramirez Carpet Cleaning Inc. will provide janitorial services for the Santa Barbara District Office. It will also include the purchase of supplies by Ramirez to, for example, re-stock bathroom paper products, sanitizing cleaners, trash bags and similar supplies. The agreement also provides for additional, on-demand janitorial services. Under this agreement, services such as emergency cleaning, additional floor care, chair cleaning, and pressure washing will be available to and paid for directly by the District as needed. In previous years this location received janitorial services pursuant a purchase order completed by Santa Barbara County General Services.

Agreement 2 with Jan-Pro Central Coast will provide janitorial services for the Santa Maria District Office. In previous years this location received janitorial services pursuant a purchase order completed by Santa Barbara County General Services.

The District requests authorization for the Air Pollution Control Officer to approve amendments to the Agreements in respective aggregate amounts of no more than twenty percent (20%) of the original amount of each contract. This authorization will allow additional buildings (for example McCoy) and related supplies to be covered under the Agreements, if needed, without returning to your Board for approval of a separate amendment.

The District has had previous contractual relationships with these two vendors and based on past performance, believes they will meet the District's Janitorial needs.

FISCAL IMPACT:

The costs for janitorial services were included in the Fiscal Year (FY) 2024-25 budget that was approved by your Board on June 20, 2024. The costs for next fiscal year will be included in the budget and will be presented to your Board in May 2025.

ATTACHMENT:

- A. Agreement 1 – Ramirez Carpet Cleaning Inc.
- B. Agreement 2 – Jan-Pro Central Coast

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ATTACHMENT A

Agreement 1 Janitorial Contract with Ramirez Carpet Cleaning Inc.

August 15, 2024

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110



To: Santa Barbara County Air Pollution Control District
260 North San Antonio Road
Santa Barbara CA, 93110

From: Ramirez Carpet Cleaning INC
Santa Barbara CA, 93111

CONTRACT AGREEMENT

This is a contract for Santa Barbara County Air Pollution Control District. For the year 2024 to 2025 which Located at 260 North San Antonio Road in Santa Barbara. Ramirez Carpet Cleaning INC charges are as follows:

The charge will be for the Air pollution
Control District \$745.00 per month.

Cleaning services to include 3 times per week. The Janitorial services are to be performed in the evening. Customer will provide keys and alarm codes for access to the building, Mondays, Tuesdays and Thursdays

Included in the services charge will be cleaning services, cleaning supplies, and equipment furnished by Ramirez Carpet Cleaning INC. We are using special cleaning supplies to disinfect all areas due to COVID. The service charge does not include liners, paper supplies and toiletries. However, these can be provided, and billed to customer, at competitive prices. If elected, these will be included in the monthly billing statement.

All Janitorial services specified in the attached work schedule will be provided to customer in a satisfactory manner. Also, it will specify what services are not included and will be performed upon request at customer expense.

The service shall begin on the day services are scheduled to begin. This contract agreement will automatically renew unless notified by customer. If you decide to cancel our services, please let us know 30 days in advance.

Ramirez Carpet Cleaning INC, will bill customer monthly, and customer agrees to pay Ramirez Carpet Cleaning INC. the amount that is due and owing under terms of this agreement within 30 days of the billing date.

Services shall be performed as scheduled with the exception of the following six legal holidays: New Year's Day. Memorial Day. 4th of July. Thanksgiving (2) and Christmas. These standard holidays are factored in your monthly fee. Therefore, you will not be entitled to an alternate service day or credit for these holidays.

WORK SCHEDULE

I. OFFICES, CUBICLES, LAB ROOM

- Dust and clean all fixtures and office furniture including file cabinets, desks, counter tops, display units and window ledges. Spot clean doors, door frames and light switches, spot clean walls, properly position furniture in offices. Will be done 3 times per week.
- All waste paper receptacles emptied and trash taken to a designated area in the building for storage or removal. Replace liners from customer stock as necessary. Will be done 3 times per week.
- All telephones cleaned and sanitized. Will be done 3 times per week.
- Damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. Dust all picture frames. Will be done 1 time per month.
- All fabric type furniture vacuumed. Wipe down plastic and leather furniture. Will be done 1 time per month.
- All wood office furniture, desks, shelves polished with the highest quality furniture polish. Will be done 3 times per week.
- All chrome chairs and table legs cleaned and polished. Will be done 1 time per month.
- Dust all blinds. Will be done 1 time a month.

- All Cubicles will be dusted cleaned. Will be done 3 times a week.
- Dust light fixtures and ceiling vents. Will be done 1 time
Per month
- Clean lab room thoroughly will be done once a week.
we will continue to provide multi fold towels and habd soap.
- Offices will be done 3 times a week

II. CARPETS

- Vacuum traffic lanes thoroughly. Will be done 3 times per week or as needed.
- Detail vacuum carpet edges and corners and behind equipment in work rooms. Will be done 1 time per week.
- Under desks. Will be done 1 time per month.

III. CARPET TILE

- Spot clean carpets. Will be done 3 times per week.

IV. NOT INCLUDED IN THE CHARGE. WILL BE DONE UPON
PRICES WILL BE PROVIDED WHEN REQUEST IS MADE.

- Steam clean carpets
- Bonnet Carpets.
- Clean interior and Exterior windows (inside and or outside)

V. CLOSING INSTRUCTIONS

- Clean and organize janitor closet. Will be done 3 times per week.
- Turn off designated lights. Will be done 3 times a week.
- Lock doors and windows and set alarms as instructed. Will be done 3 times per week.

VI. QUALITY ASSURANCE

- Ramirez Carpet Cleaning INC. Will perform inspections or quality assurance by phone calls or by appointment with the respective managers. Will be done 1 time per month.

For: Ramirez Carpet Cleaning INC

Date: __07/23/24_____

Signature: *Francisco Ramirez*_____

Francisco Ramirez

For : Air Pollution Control District

Date: _____

Signature: _____

ATTACHMENT B

Agreement 2 Janitorial Contract with Jan-Pro Central Coast

August 15, 2024

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110



Janitorial Services Agreement

This Agreement is made with Santa Barbara Air Pollution Control, by and among Joranda Marketing dba Jan-Pro Central Coast, a California S-Corporation ("Service Coordinator"), and Rabara Cleaning, a Jan-Pro Commercial Cleaning franchisee, for the purposes of outlining the general terms and conditions under which a Jan-Pro Commercial Cleaning Certified Business Owner ("Service Provider") will provide services to Client at the location(s) identified in the attached Exhibit A.

1. Service Coordinator. Service Coordinator is a regional sub-franchisor under the JAN-PRO® Franchise Development brand, that provides business development services and sells cleaning franchises under the "JAN-PRO Commercial Cleaning®" brand, to independently owned and operated sub-franchisees for the operation of franchises that provide commercial cleaning services nationwide (the Certified Business Owners). Service Coordinator does not perform any cleaning services.
2. Service Provider. Service Provider shall be the provider of the recurring services requested by Client, on the schedule and at the frequencies requested by Client, all as set forth in Exhibit A by Client.
3. Supplies. Service Provider will provide all tools and equipment itself, as well as all chemicals, cleaning supplies and labor to perform the services requested by Client. Service Provider shall supervise its own personnel, and also follow the reasonable and lawful instructions of Client for any specific matters that need to be addressed at the cleaning site(s). Client will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
4. Payment Terms. Client will be invoiced at the beginning of each month for the recurring services, with payment terms at net 10 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. Service Provider has contracted with Service Coordinator to provide certain administrative and support services for Service Provider including invoicing and collection services and account coordinating services. Service Provider hereby directs that Client pay invoices for service delivered by Service Provider to Service Coordinator.

[CALIFORNIA SPECIFIC PROVISION] *Notice of Compliance Fee: In addition to the invoiced amounts for services, Client will be assessed an additional charge of \$7.00 on its monthly invoice to cover the administrative costs and expenses of complying with the California Property Service Workers' Protection Act (CPSWPA) described more fully below. The Fee is used to offset annual registration fees, sexual harassment training, and compliance administration costs. This is not a government mandated fee.*

5. Term of Agreement. This Agreement begins on the first date of service specified in Exhibit A and continues for a period of 1 year. This Agreement automatically renews for a period of 1 year at the end of the then current term, unless either party gives written notice of nonrenewal at least 30 days before the expiration date. Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, service rates will be increased by 3%.
6. Service Excellence. Service Provider has contracted with Service Coordinator to facilitate communication of service-related issues to Service Provider and Service Coordinator also monitors service related issues for the purpose of ensuring protection of the Jan-Pro brand and adherence to brand standards for use of the Jan-Pro brand.
7. Termination and Transfer of Service. This Agreement may be terminated by Client for non-performance of services only. Client must provide written notice specifying in detail the nature of any non-performance. Service Provider will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If Service Provider is unable to cure, the Client may request, in writing to the Service Coordinator, (with copy to Service Provider) that the Service Coordinator find a replacement Service Provider. Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, Client elects to terminate for non-performance, Client will so notify Service Provider and the Service Coordinator in writing, and this Agreement will terminate 30 days after the date of the notice. If Service Provider and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. Service Coordinator may charge Service Provider a fee for transfer services. All written notices

must be timely and by overnight courier. If Service Provider ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Service Provider to transfer the account to a new Service Provider without compensation.

8. Solicitation. Client agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Coordinator, unless services are provided under the Jan-Pro Commercial Cleaning brand.
9. Payment Default. If Client fails to make payment under this Agreement, the Service Coordinator will provide written notice of delinquency to Client. Client will have 10 days from the date of such notice to cure by remitting all outstanding balances. If Client fails to timely pay for services, services may be suspended. If Client fails to timely cure nonpayment after notice of delinquency, service may be terminated without further notice. Termination on such grounds shall not relieve Client of its obligation to pay for services rendered up to and including the date of termination or earlier suspension of services. If Client breaches this Agreement by non-payment, Client shall be responsible for reimbursing Service Provider for all costs of enforcing Client's obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. Service Provider may contract with Service Coordinator to provide collection services, the fees for which Client will be responsible for as set forth above.
10. Holidays. Client agrees that it will not require services of Service Provider on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; *provided however*, that if Client requests Service Provider to provide services on such holidays, Service Provider has the sole discretion as to whether Service Provider and/or its employees will provide services, without any claim of breach hereunder if Service Provider declines. Service Provider will require an additional fee to provide services on the identified holidays in the event it decides to provide services on those days.
11. Insurance. Client's insurance requirements shall be satisfied by way of Service Provider maintaining commercial general liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, automobile liability coverage of at least \$1,000,000, and janitorial bonding of at least \$50,000, and workers compensation as required by state statute.
12. Limitation of Damages. In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER AND/OR SERVICE COORDINATOR, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO SERVICE PROVIDER (OR ITS DESIGNEE – INCLUDING SERVICE COORDINATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
13. Choice of Law. Client and Service Provider mutually agree that this Agreement shall be interpreted under the laws of the State California, and that any civil action regarding this Agreement (be it filed by Client or Service Provider) shall only be filed in the District or Circuit Courts of Santa Barbara County, California.
14. Entire Agreement. Service Provider and Client agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between Client and Service Provider, with respect to the subject matter of this Agreement, are merged into this Agreement.

SIGNED AND AGREED TO BY:

CLIENT: NORTH County
Santa Barbara County Air
pollution control

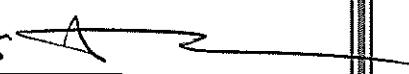
By: _____
Name: _____
Title: _____

Date: 8/8/2024

Address for notices:

301 East Cook St
Suite L
Santa Maria CA 93454

Jan-Pro Central Coast, acting solely as a service coordinator representing the JAN-PRO Commercial Cleaning Certified Business Owner identified below and as a duly authorized exclusive regional provider of administrative and support services under the Jan-Pro Franchise Development brand.

By: Tiana Hayes 
Name: _____
Title: Account Specialist

Date: 8/7/2024

Address for notices:

1660 S. Broadway
Suite 101
Santa Maria CA 93454

By signing below, Service Provider agrees to accept this Client and perform services as Client requests under the terms of this Agreement and as certified to Jan-Pro Brand Standards.

JAN-PRO COMMERCIAL CLEANING
CERTIFIED BUSINESS OWNER:

By: _____
Name: _____
Title: _____

Date: _____

Address for notices:

JAN-PRO

NIGHTLY CLEANING SCHEDULE

ENTRANCE – RECEPTION AREA -- HALLWAYS -- OFFICES -- CONFERENCE ROOMS -- LUNCH ROOMS – COMMON AREAS RESTROOMS

- Dust horizontal surfaces of desks, credenza's, tables, filing cabinets etc.
- Spot clean horizontal surfaces for removal of spillage, marks, and coffee rings.
- Empty all trash receptacles and remove trash to a collection point.
- Clean fingerprints and smudges from entrance glass and entry doors.
- Spot clean fingerprints and smudges from partition glass and walls.
- Sweep all hard surface floors with chemically treated mop head.
- Mop hard surface floors to remove stains or spillage marks.
- Vacuum all carpeted area walkways.

RESTROOMS

- Empty trash receptacles and wash, if necessary.
- Disinfect door handles, partition handles, and light switches.
- Clean all dispensers, mirrors, and fixtures.
- Clean and disinfect sinks, toilets, toilet seats and urinals.
- Spot clean walls and partitions to remove smudges and graffiti.
- Restock all paper products and hand soap.
- Sweep and mop floor with disinfectant.

JAN-PRO

WEEKLY CLEANING SCHEDULE

- Thoroughly dust all horizontal surfaces of office furniture, including desks, computer monitors, tables, file cabinets, windowsills, and wall hangings.
- Wipe clean all telephone receivers and dust the bases.
- Vacuum all carpeted areas wall to wall.
- Thoroughly mop all hard surface floors.

RESTROOMS

- Clean and sanitize the outside of trash receptacles and dispensers.
- Polish all dispensers, mirrors, and bright work.
- High dust tops of doors, partitions, mirrors, and air vents.
- Clean and sanitize restroom partitions and walls around toilets and urinals.



JAN-PRO

MONTHLY CLEANING SCHEDULE

- Thoroughly dust all vertical surfaces of office furniture, including desks, tables, chairs, file cabinets, etc.
- High dusting of air vents, tops of doors, door frames, ceiling corners, and edges etc.
- Dust all baseboards.
- Vacuum upholstered furniture to remove dust and lint.
- Vacuum carpet edges and corners along walls and partitions.
- Polish office furniture, desks, shelves, etc., with furniture polish.
- Clean spots/smudges from walls.
- Interior Windows and blinds