

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: May 21, 2020

AGENDA ITEM NUMBER: 13

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND RIFCO SERVICES, INC., DOING BUSINESS AS JAN-PRO CLEANING SYSTEMS OF THE TRIAD TO PROVIDE CLEANING SERVICES AT THE ALTERNATIVE SITE FOR INDIVIDUALS EXPERIENCING HOMELESSNESS THAT ARE COVID-19 POSITIVE, PENDING TESTING, OR A KNOWN CONTACT OF AN INDIVIDUAL WHO HAS TESTED POSITIVE (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

Attached is a contract with Rifco Services, Inc. doing business as Jan-Pro Cleaning Systems of the Triad to provide hospital-grade cleaning services at the alternative site for individuals experiencing homelessness and are in quarantine or isolation because they are COVID-19 positive, pending test results, or a known contact of someone who has tested positive. Total payments under this contract are not to exceed \$57,408.

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN FORSYTH COUNTY AND RIFCO SERVICES, INC., DOING
BUSINESS AS JAN-PRO CLEANING SYSTEMS OF THE TRIAD TO PROVIDE
CLEANING SERVICES AT THE ALTERNATIVE SITE FOR INDIVIDUALS
EXPERIENCING HOMELESSNESS THAT ARE COVID-19 POSITIVE,
PENDING TESTING, OR A KNOWN CONTACT OF AN
INDIVIDUAL WHO HAS TESTED POSITIVE
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

WHEREAS Forsyth County has established an alternative site where individuals experiencing homelessness can quarantine or isolate when such individuals are COVID-19 positive, pending test results, or a known contact of someone who has tested positive;

WHEREAS Rifco Services, Inc., doing business as Jan-Pro Cleaning Systems of the Triad agrees to provide hospital-grade cleaning services at the alternative site, including cleaning and disinfecting all horizontal surfaces, restrooms, and standard janitorial services;

WHEREAS the total payments under this contract are not to exceed \$57,408 from April 15, 2020, to June 30, 2020; and

WHEREAS it is the recommendation of the County Manager, Assistant County Manager, and the Public Health Director that Forsyth County enter into an agreement with Rifco Services, Inc., doing business as Jan-Pro Cleaning Systems of the Triad to fulfill the terms of the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an agreement with Rifco Services, Inc., doing business as Jan-Pro Cleaning Systems of the Triad, which is attached hereto and incorporated herein by reference, in an amount not to exceed \$57,408, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval to form and legality by the County Attorney.

Adopted this the 21st day of May 2020.

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 15th day of April, 2020, by and between Forsyth County, North Carolina (the "County"), and Rifco Services, Inc. dba JAN-PRO Cleaning Systems of the Triad (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Services. Provider shall provide professional, hospital grade cleaning services for COVID-19 displaced persons in temporary housing located at 650 N. Highland Ave., Winston Salem, NC 27101

[and perform such services as set forth in Attachment A, attached hereto.

The following document, attached hereto, is incorporated herein:

Attachment A labeled JAN-PRO Cleaning Schedule

2. Term. The services of the Provider shall begin on April 16, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until July 16, 2020; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, upon 7 days written notice if the Provider breaches the Agreement, or upon 72 hours written notice if temporary COVID-19 housing is no longer needed.

3. Compensation. As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$624.00 per day for 24/7 cleaning and disinfecting services, payable in installments. The Provider shall bill the County monthly for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$57,408.00.

4. Independent Contractor. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with

respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. Insurance. The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. County Property. Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
[Victor Isler, Director - Dept. of Social Services]
[741 N. Highland Ave. Winston Salem, NC 27101]
[islervr@forsyth.cc]



For the Provider:
[Steve Pippin, President]
[11-B Oak Branch Dr. Greensboro, NC 27407]
[steve.pippin@jan-pro.com]

9. Assignment. The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

12. Nonappropriation. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____


ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

PROVIDER

(SEAL)

By: _____


Printed Name: Steve Pippin

Title: President

Date: April 15, 2020

CLEANING SCHEDULE

Day(s) of Week SUN MON TUE WED THR FRI SAT
Cleaning Time: 24/7 cleaning service to begin 4/16/2020 through 7/16/2020

	Hourly	Daily	As Needed
ENTIRE FACILITY USED BY FCDSS FOR COVID-19 DISPLACED PERSONS			
Remove trash to collection point, replace liners.		X	X
Wiping/Disinfecting all horizontal surfaces; straighten any magazines on tables.		X	X
Spot clean walls, doors, door frames, kick plates, light switches, etc.		X	X
Thoroughly clean all door glass to remove fingerprints and smudges.		X	X
Clean, sanitize and polish all drinking fountains.		X	X
Sweep and/or dust mop all hard surface flooring to remove all loose debris.		X	X
Damp mop all hard surface flooring to remove soil and spills.		X	X
Report all maintenance issues in communication log book and to on-site Administrator		X	X
Thoroughly clean all interior glass to remove spots, smudges and fingerprints.		X	X
Wet wipe horizontal surfaces and waste receptacles as needed.		X	X
High dust up to 10' to include corners, edges, light fixtures and air vents.		X	X
Dust all accessible baseboards and window blinds. Wipe down as needed to remove buildup & spots.			X
Check for and remove cobwebs.		X	X
Damp wipe all horizontal surfaces with disinfectant.		X	X
Clean, disinfect and polish all dispensers and fixtures with disinfectant		X	X
Clean and disinfect all basins, counters, toilets and urinals both inside and out.		X	X
Clean and polish all chrome, stainless and bright work.		X	X
Stock all towels, tissue and hand soap.		X	X
Sweep hard surface flooring to remove loose debris.		X	X
Damp mop all hard surface flooring with a disinfectant.		X	X
Spot clean and disinfect walls, partitions, doors/frames, baseboards, kick plates, light switches with disinfectant		X	X
Dust all accessible baseboards. Wipe down as needed to remove buildup.			X

ADDITIONAL NOTES:

- Hospital grade disinfectant and cleaning supplies will be utilized as supplied by FCDSS or their associates
- Daily cleaning of occupied rooms or as needed
- Sanitation cleaning post site closure
- Assisting in storing belongings in bins and disinfection items during intake