

AGREEMENT FOR SERVICES #076-S1310 AMENDMENT I

Heating and Air Conditioning Services

This Amendment I to that Agreement for Services #076-S1310, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Jim Jonas, Inc., doing business as Jonas Heating and Cooling, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2941 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150 (Mailing: P.O. Box 277, Lower Lake, CA 95457), and whose Agent for Service of Process is James Edward Jonas, 12583, Clearlake Oaks, CA 95423 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide heating and air conditioning system design, installation, and repair services on an "as requested" basis for the County of El Dorado Health and Human Services Agency in accordance with Agreement for Services #076-S1310, dated August 7, 2012 and effective August 12, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I – Scope of Services, Article III – Compensation for Services, Article XXI – Debarment and Suspension Certification, Article XXII – Audit by State Auditor, Article XXIII – Notice to Parties, and Article XXXI – Taxpayer Identification Number and Payee Data Record**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVIII – Fraud or Abuse Reporting, Article XXXIX – Change of Address, Article XL – Taxes, Article XLI – Litigation, and Article XLII – Conflict Prevention and Resolution**, and renumber **Article XXXVII – Entire Agreement** to **Article XXXLIII- Entire Agreement** to accommodate the insertion of the five (5) aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #076-S1310 shall be amended a first time as follows:

Articles I, III, XXI, XXII, XXIII, and XXXI are amended in their entirety to read as follows:

ARTICLE I

Scope of Services: Contractor shall furnish personnel, equipment, materials, and services necessary to provide heating and air conditioning system and mechanical ventilation design, installation, and repair services on an “as requested” basis for clients (“Clients”) of the Health and Human Services Agency (“HHS”)”. Services shall only be provided contingent upon approval by HHS’s Program Supervisor or Program Manager.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered.

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Each invoice shall contain the following data:

- A. Contractor name, address, and telephone number.
- B. Service Dates.
- C. Type of service(s) provided.
- D. Rate for each service (i.e. diagnosis, repair, or replacement) and labor.
- E. Total amount billed to the County of El Dorado under the subject invoice and authorization.

The County shall not pay for unauthorized services, incomplete, or unsatisfactory services.

Contractor is strongly advised to submit monthly invoices to HHS no later than thirty (30) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the “Scope of Services.” Failure to submit invoices by the 30th of the month following the end of a service month or failure for Contractor to ensure that original invoices are submitted may result in payment(s) being withheld until HHS fiscal staff receives the appropriate documents. Receipt by HHS of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows:

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<p style="text-align: center;"><i>Please send invoices to:</i></p> <p style="text-align: center;">County of El Dorado Health and Human Services Agency ATTN: Weatherization Program 937 Spring Street Placerville, CA 95667</p>
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The total amount of this Agreement shall not exceed \$66,344.00.

ARTICLE XXI

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three (3)-year period preceding this Agreement 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XXII

Audit by California State Auditor: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE XXIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT, or SUCCESSOR

Notices to Contractor shall be addressed as follows:

JIM JONAS, INC.
PO BOX 277
LOWER LAKE, CA 95457
ATTN: ROBBIN JONAS-KRONK, VICE PRESIDENT, OR SUCCESSOR

Or to such other location as Contractor directs.

ARTICLE XXXI

Taxpayer Identification Number and Payee Data Record: All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number.

All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

Articles XXXVIII, XXXIX, XL, XLI, and XLII are hereby added as follows:

ARTICLE XXXVIII

Fraud or Abuse Reporting: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to provisions of Welfare and Institution Code, Section 15630-15632. Additionally, during the performance of this Agreement, the Contractor shall report immediately by phone to (530) 642-4800 or other such phone number that may be provided and in writing to the County of El Dorado Department of Human Services at 3057 Briw Road, Placerville, CA 95667, any known or suspected incidents of fraud or abuse to clients or household occupants observed or learned of during the delivery of Contractor services.

ARTICLE XXXIX

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "**Notice to Parties.**" Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XL

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XLI

Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XLII

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

Former Article XXXVII is hereby renumbered as Article XLIII and shall read as follows:

ARTICLE XLIII

Entire Agreement: This Agreement for Services #076-S1310 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #076-S1310 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michelle Hunter
Michelle Hunter
Program Manager
Health and Human Services Agency

Dated: 3/11/14

Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A.,
Director
Health and Human Services Agency

Dated: 3/14/2014

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-- COUNTY OF EL DORADO --

Dated: 4/29/14

By: Norma Santiago

Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: Marcie MacFarland
Deputy Clerk

Dated: 4/29/14

-- CONTRACTOR --

JIM JONAS, INC.
A CALIFORNIA CORPORATION

By: Robbin Jonas-Kronk
Robbin Jonas-Kronk
Vice President
"Contractor"

Dated: 4/1/14

By: Paul R. Jones
Corporate Secretary

Dated: 4-1-2014

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