

# ORIGINAL

## AGREEMENT FOR SERVICES #089-S1010 AMENDMENT II

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**THIS AMENDMENT II** to that Agreement for Services #089-S1010, 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 5785 Pleasant Valley Road, #210, El Dorado, CA 95623, and whose Agent for Service of Process is James E. Jonas, 16445 Main Street, Lower Lake, CA 95457; (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 clients of the Department of Human Services, in accordance with Agreement for Services #089-S1010, dated August 12, 2009, and Amendment I dated August 16, 2010, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**, **ARTICLE XXIII – Notice to Parties** and **ARTICLE XXV – Access to Records**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXIV – Debarment and Suspension Certification**, **ARTICLE XXXV – Accounting Systems and Financial Records**, and **ARTICLE XXXVI – Annual Audit**.

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #089-S1010 shall be amended a second time as follows:

#### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor via lump sum within forty-five (45) days following completion of each repair or replacement and the County's receipt and approval of itemized invoice(s) detailing services rendered, including the name of the Program for which services were provided. All costs shall be approved in writing by a Program Supervisor or Manager prior to the commencement of work.

If applicable, County requires Contractor's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Contractor shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Contractor shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Contractor.

The total amount of this Agreement shall not exceed \$90,000.00 for the stated term.

### **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. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HUMAN SERVICES DEPARTMENT  
937 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: MICHELLE HUNTER, PROGRAM MANAGER

or to such locations as the County directs with a copy to:

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

Notices to Contractor shall be addressed as follows:

JONAS HEATING AND COOLING  
5785 PLEASANT VALLEY ROAD, #201  
EL DORADO, CA 95623  
ATTN: ROBBIN JONAS-KRONK, ASSOCIATE VICE PRESIDENT

or to such locations as the Contractor directs.

## **ARTICLE XXVI**

**Access to Records:** Contractor shall provide access to the Federal, State, County or Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

## **ARTICLE XXXIV**

**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:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- B. Have not, within the three-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 or 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 the three-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 entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier or subrecipient covered transactions and in all solicitations for 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.

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 XXXV**

**Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

#### **ARTICLE XXXVI**

**Annual Audit:** Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Department of Human Services at the address listed in Agreement's "Notice to Parties" article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the DHS address listed in agreement's "Notice to Parties" article. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

Except as herein amended, all other parts and section of that Agreement #089-S1010 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Michelle Hunter  
Michelle Hunter, Program Manager  
Department of Human Services

Dated: 2/4/11

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Daniel Nielson  
Daniel Nielson, M.P.A., Director  
Department of Human Services

Dated: 2-8-2011

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #089-S1010 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Raymond J. Nutting, Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_


*ATTEST:*  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

JIM JONAS, INC. dba  
JONAS HEATING AND COOLING  
A CALIFORNIA CORPORATION

By:  \_\_\_\_\_  
Robbin Jonas-Kronk  
Associate Vice-President  
"Contractor"

Dated:  \_\_\_\_\_