STANISLAUS ANIMAL SERVICES AGENCY
"SERVING YOUR COMMUNITY TOGETHER"

3647 Cornucopia Way
Modesto CA 95358

Phone: 209.558.7387 Fax: 209.558.2138
www.stanislausanimalservices.com

Stanislaus Animal Services Agency Board Meeting Agenda

STANISLAUS
Animal Services
AGENCY

August 20, 2026 – 9:00am

Ceres Community Center
2701 4th Street
Ceres, CA 95307

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Joint Powers Agency Meeting Notice

Thursday August 20, 2026, Ceres Community Center, 2701 4th Street, Ceres, CA

The Joint Powers Agency welcomes you to its meetings, which are held by announcement, and your interest is encouraged and appreciated.

The agenda is divided into two sections:

CONSENT CALENDAR: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at the beginning of the meeting under the section titled "Consent Calendar." If you wish to have an item removed from the Consent Calendar, please make your request at the time the Agency Chairperson asks if any member of the public wishes to remove an item from consent.

REGULAR CALENDAR: These items will be individually discussed and include all items not on the consent calendar, all public hearing and correspondence.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE AGENCY ON A MATTER ON THE AGENDA: Please raise your hand or step to the podium at the time the item is announced by the Agency Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Agency will be limited to a maximum of 3 minutes unless the Chairperson of the Agency grants a longer period of time.

PUBLIC COMMENT PERIODS: Matters under the jurisdiction of the Agency, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Agency for consideration. However, California law prohibits the Agency from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Joint Powers Agency for Stanislaus Animal Services. Any member of the public wishing to address the Agency during the "Public Comment" period shall be permitted to be heard once for up to 3 minutes. If you would like to provide a written comment, please email your comment to the Clerk of the SASA Board at Sasapubliccomment@Stancounty.com by 4:00 p.m. on Wednesday, the day before the meeting, and include the Agenda Item Number or Public Comment Period in the subject line of the email. Your written comment will be distributed to the SASA Board and kept on file as part of the official record of the SASA Board meeting.

Materials related to an item on this Agenda submitted to the Agency after distribution of the agenda packet are available for public inspection in the Clerk's office at 3647 Cornucopia Way, Modesto, CA during normal business hours.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Joint Powers Agency meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director of Animal Services at (209) 342-1740. Notification 72 hours prior to the meeting will enable the Agency to make reasonable arrangements to ensure accessibility to this meeting.

MATERIALS: Materials related to an item on this Agenda submitted to the Joint Powers Agency after distribution of the agenda packet are available for public inspection in the Animal Services Office at 3647 Cornucopia Way in Modesto, during normal business hours.

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August 20, 2026

1. **Welcome:**

2. **Roll Call (Silent):**

3. **Presentations:**

4. **Public Comment Period: (Limit of 3 minutes per person):**

5. **Consent Calendar:**
   - **A.** Approve the Agency Board Meeting Minutes from 07/16/26.
   - **B.** Approve the Agency Special Board Meeting Minutes from 07/29/26 (session 1) and 7/30/26 (session 2).
   - **C.** Approve the Agency Special Board Meeting Minutes from 08/10/26.
   - **D.** Approval to Amend the Agreement with PRIDE Industries One, Inc. for Janitorial Services

6. **Correspondence:** None

7. **New Business:**
   - A. Authorization for the Chair and Vice Chair to Work with Stanislaus County Chief Executive Officer Human Relations Division, Employer of Record, in Managing the Recruitment to Fill the Vacant Stanislaus Animal Services Agency Executive Director Position

8. **Informational Reports:**
   - A. Executive Director Report
   - B. Chair Report – Announcement of SASA Interim Executive Director in accordance with Government Code Section 54953(c)(3).
   - C. Board Comments and Reports

9. **Adjournment:**

THE GOVERNING BOARD
OF THE JOINT POWERS AGENCY OF THE
STANISLAUS ANIMAL SERVICES AGENCY (SASA)
Meeting Minutes

Regular Meeting **Thursday** **July 16, 2026**

Members Present:
Scotty Douglass, Alternate for City of Modesto-Chair
Mike Willett, Alternate for City of Patterson (attended until 11:43 a.m.)
Steve Williams, City of Ceres
Jewel Warr, Alternate for Stanislaus County
Kim Weimer, Alternate for City of Hughson (joined at 10:30 a.m.)

Members Not Present:
Mike Pitcock, City of Waterford

Staff Present:
Jesus Mendoza, Deputy County Counsel
Lily Yap, Executive Director
Megan Morriss, Confidential Assistant IV
Stephanie Loomis, Business Manager

Guests and Dignitaries: None

The meeting was called to order at 9:03 am by Chair, Scotty Douglass.

1. **Welcome:** Scotty Douglass-Chair

2. **Roll Call:** City of Waterford absent

3. **Presentations:** None

4. **Public Comment Period (Limit of 5 minutes per person):**

   - Samantha Lopez – Concern about Director, R.E.D. list size, misinformation; example of dog Lindy.
   - Christina Johnson – Rescue dependency concerns; empty kennels vs. large R.E.D. list.
   - Greg Kyler – Board unaware of live release rate, lack of TNR, Director performance; recommends free adoptions and clinic resumption.
   - Darlene Mathews – R.E.D. list concerns; praises rescues as shelter's heroes.
   - Bridget Miles – Advocates for low-cost spay/neuter and Spanish outreach; shelter needs change.
   - Claudia Henley – States rescues/volunteers keep numbers low; questions euthanasia with open kennels.

- Christina Wilson – Appreciates second vet; wants more spay/neuter; concerned about empty kennels and R.E.D. list.
- Kelly Ceglio – R.E.D. list concerns; wants rescue extensions; calls rescues heroes.
- Cynthia Homen – Says rescues overused; invites Board to tour full shelter; calls Compassion Caravan ineffective.
- Tina von Stade – Concerned about customer service; wants more TNR and low-cost spay/neuter.
- Ann Routen – Questions healthy dogs on R.E.D. list; suggests improving rescue partnerships and moving meeting to 5 PM.
- Dr. Nell Moore – Opposes moving dogs constantly; locked kennel doors prevent dogs from being seen; says staff afraid to speak up.
- Richard Davis – Calls for shelter overhaul; concerns about Director absenteeism; wants more extensions and communication

5. **Minutes of Previous Meeting:**

- Motion to approve 5/21/26 minutes. (Stanislaus County/City of Ceres; 4-0 - City of Hughson and City of Waterford absent)

- Motion to approve 6/18/26 minutes. (Stanislaus County/City of Ceres; 4-0 – City of Hughson and City of Waterford Absent)

Public comment: None

6. **Correspondence:** None

10:20am-Recess
10:30am-Meeting resumes
Kim Weimer-Alternate for City of Hughson joins quorum.

7. **New Business:**

A. Motion to approve the election of Jewel Warr for Chair of the Board and Scotty Douglass as Vice-Chair of the Board. (City of Ceres/City of Patterson; 5-0 – City of Waterford absent)

Public comment: None

B. Motion to receive the Strategic Planning update and recommendation from Andrea Stevenson from Stevenson Wallace. (City of Ceres/City of Patterson; 5-0 – City of Waterford absent)

Public comment:
- Kelly Ceglio – Concern about Zoom use convenience.
- Tina von Stade – Worried update may justify delaying needed resources.

- Unknown speaker – Thanks City of Modesto; volunteers to run shelter free for one year; concerned about Director.
- Linda Ford – Reads legal excerpt on restricted funds.
- Nancy Klein – Questions consultant terms; cites grand jury report on $3M restricted funds; demands transparency.
- Greg Kyler – Says services were better in past; funding confusion unjustified; cites California Animal Law

Board comments:

- No term for the Strategic Planning contract. Intend to come back with the final draft of the Strategic Plan.
- In the future, we will be bringing forth the true up for the 3 year span after the audits are complete.

C. Motion to approve the blanket purchase order with MWI Veterinary Supply Co. for supplies and prescriptions. (City of Hughson/City of Ceres; 5-0 - City of Waterford absent)

Public comment:

- Edward Davis – Asks why fixed animals would be euthanized; concerns about Director decisions.
- Unknown speaker – Discussed dog Raven's case (R.E.D. list, spay, no x-ray); calls it misuse of funds.

Board comments:

- City of Modesto asked if the Vet weighs in on the items purchased from this vendor. Staff confirmed that the Vet does.
- Stanislaus County asked if this approval was needed to keep services going? Staff confirmed that we have a current PO under $200,000 but anticipate going over that this Fiscal Year.

11:32am-Recess
11:43am-Meeting resumes
Mike Willett-City of Patterson left the meeting. Still maintained quorum.

D. Motion to receive report from the Executive Director on the Capacity for Care, R.E.D. List and Safety tagging. (City of Ceres/City of Modesto; 4-0 – City of Waterford and City of Patterson absent)

Board comments:

- City of Modesto advised that this report was a lot on information to process. It takes time to process this information. Question came to mind is the Capacity for Care graph. What number of employees were working that day. Staff responded we had 6 kennel staff working that day. 2 staff do the cats so that leaves 4 staff for the dogs.

- Stanislaus County asked if we have vacancies in any of those positions. Staff advised no we are fully staffed in those positions. Then staff made a correction advising that we have 2 open animal care specialist positions that were previously unfunded.

Public comments:

- Samantha Lopez-Example of dog Max (172 days locked in); praises safety tagging.
- Christina Johnson-Opposes no-kill; euthanasia burden shifted to rescues.
- Kelly Ceglio-Says Board was misled; locked kennel doors create false data; volunteers underutilized.
- Claudia Henley-Questions the yellow list; dogs skipping from green to red; staffing shortages; wellness concerns.
- Nancy Klein-Say's Lily's presentation missing from packet; late rescue emails; intake scheduling concerns.
- India (Ruff Day Rescue)-Notes disabilities; advocates for transparency and volunteer usage.
- Tina von Stade-Challenges staffing numbers; wants presentation included online; statistics can be manipulated.
- Dr. Nell Moore-Urges unlocked kennels; references dog Taz; calls locked doors neglect.

Board comments:

- City of Ceres stated thank you Lily for this report and for the citizen comments.
- City of Modesto stated he feels the same way. Had my calculator crunching the numbers. Interested in knowing alternatives to what we are doing today.
- Stanislaus County stated she feels the same way as City of Ceres and Modesto. Additional information will be helpful in moving the way forward. There will be more discussion in the future.

E. **Informational reports:** Continued to the following meeting due to time limitations.

F. **Adjournment:** 1:16pm

ATTESTED: Megan Morriss, Clerk
of the Governing Board
of the Joint Powers Agency
of the Stanislaus Animal Services Agency
State of California

THE GOVERNING BOARD
OF THE JOINT POWERS AGENCY OF THE
STANISLAUS ANIMAL SERVICES AGENCY (SASA)
Meeting Minutes

Special Meeting **Thursday (Session 1) and Friday (Session 2)**
July 29, 2026 (Session 1) and July 30, 2026 (Session 2)

Thursday July 30, 2026 (Session 1):

Members Present:
Jewel Warr, Alternate for Stanislaus County-Chair
Scotty Douglass, Alternate for City of Modesto
Mike Pitcock, City of Waterford
Dominique Romo, City of Hughson
Steve Williams, City of Ceres

Members Absent:
Mike Willett, Alternate for City of Patterson

Staff Present:
Jesus Mendoza, Deputy County Counsel
Donya Nunes, Deputy County Counsel
Lily Yap, Executive Director
Megan Morriss, Confidential Assistant IV

Guests and Dignitaries: None

The meeting was called to order at 3:00pm by Chair, Jewel Warr.

1. **Roll Call (Silent):** Completed

2. **Closed Session:** PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957(b) (No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.) Government Code Section 54954.5(e).

   A. At 3:03 p.m., closed session began.
   B. At 4:15 p.m., the closed session was suspended by a fire emergency that required a full building evacuation.
   C. At 4:32 p.m., the meeting was resumed.
   D. At 4:35 p.m., closed session started again.
   E. At 7:41 p.m., closed session concluded.

3. **Report out (If necessary):**

A. At 7:59 p.m., motion to adjourn the meeting pursuant to California Government Code Section 54955 to July 30, 2026, at 11:30 a.m. Location – Tenth Street Place, Basement Training Room, 1010 10th Street, Modesto, California 95354. (5-0)

4. **Adjourned:** 8:01 p.m.

Thursday July 30, 2026 (Session 2)

Members Present:
Jewel Warr, Alternate for Stanislaus County-Chair
Scotty Douglass, Alternate for City of Modesto
Mike Pitcock, City of Waterford
Steve Williams, City of Ceres

Members Absent:
Mike Willett, Alternate for City of Patterson
Dominique Romo, City of Hughson

Staff Present:
Jesus Mendoza, Deputy County Counsel
Lily Yap, Executive Director
Megan Morriss, Confidential Assistant IV

Guests and Dignitaries: None

The meeting was called to order at 11:30am by Chair, Jewel Warr.

1. **Roll Call (Silent):** Completed

2. **Closed Session:** PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957(b) (No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.) Government Code Section 54954.5(e).

   A. Closed session began at 11:34am.
   B. Closed session ended at 12:00pm.

3. **Report out (If necessary):**

   A. Motion 1: At 12:01pm motion to dismiss and terminate Lily Yap as executive director of SASA, thereby releasing her from her unclassified at will position, effective immediately. (4-0)
   B. Motion 2: At 12:03pm motion to appoint and direct the chair to sign the release memo on behalf of the SASA Board and Stanislaus County as the employer of record, and to work with County Human Resources to

take all actions necessary to implement the Board's decision passed (4-0).

4. **Adjourned: 12:06pm.**

ATTESTED: Megan Morriss, Clerk
of the Governing Board
of the Joint Powers Agency
of the Stanislaus Animal Services Agency
State of California

THE GOVERNING BOARD
OF THE JOINT POWERS AGENCY OF THE
STANISLAUS ANIMAL SERVICES AGENCY (SASA)
Meeting Minutes

Special Meeting **Thursday** **August 10, 2026**

Members Present:
Jewel Warr, Alternate for Stanislaus County-Chair
Scotty Douglass, Alternate for City of Modesto
Mike Pitcock, City of Waterford
Dominique Romo, City of Hughson-joined at 1:38pm
Mike Willett, Alternate for City of Patterson

Members Absent:
Steve Williams, City of Ceres

Staff Present:
Jesus Mendoza, Deputy County Counsel
Megan Morriss, Confidential Assistant IV
William Shirley, Manager

Guests and Dignitaries: None

The meeting was called to order at 1:31pm by Chair, Jewel Warr.

1. **Roll Call (Silent):** Completed

2. **Closed Session:** Public Employee Appointment (Government Code Section 54957(b)(1)) Interim Executive Director, Stanislaus Animal Services Agency

3. **Report out (If necessary):**

   A. Motion to appoint Craig Gundlach as Interim Executive Director of Stanislaus Animal Services Agency. (5-0)
   B. Motion to authorize the Board Chair to negotiate the Interim Executive Director's salary and coordinate with Stanislaus County's Human Resources department regarding Mr. Gundlach's onboarding. (5-0)

4. **Adjournment at 1:58pm.**

Adjourned: 1:58pm

ATTESTED: Megan Morriss, Clerk
of the Governing Board
of the Joint Powers Agency

of the Stanislaus Animal Services Agency
State of California

STANISLAUS ANIMAL SERVICES AGENCY
ACTION AGENDA SUMMARY

AGENDA DATE: August 20, 2026 AGENDA #: **5-D**

SUBJECT:
Approval to Amend the Agreement with PRIDE Industries One, Inc. for Janitorial Services

DISCUSSION:
On July 1, 2021, the Stanislaus Animal Services Agency (SASA) entered into an agreement with PRIDE Industries One to provide janitorial services, following a competitive countywide procurement process. On July 22, 2020, the GSA Purchasing Division issued RFP #20-26-CB for Janitorial Services for countywide external sphere sites, requesting proposers to provide pricing for each location pursuant to the required level of cleaning. When the RFP closed on August 28, 2020, six companies had submitted proposals. Of the respondents, PRIDE Industries One, Inc. and Quality Cleaning Professionals, LLC received the highest scores out of a maximum possible 250 available points. On September 29, 2020, the GSA Purchasing Division issued written notices of intent to award to PRIDE Industries One, Inc. and Quality Cleaning Professionals, LLC.

The resulting agreement with PRIDE Industries One began July 1, 2021, and extended through June 30, 2026, including provisions allowing for two additional one-year extensions with an annual rate increase of 3–4%.

PRIDE Agreement Expenses by Month and Year		
Schedule	**Monthly**	**Annual Total**
July 1, 2021 - June 30, 2022	$ 1,271.38	$ 15,256.56
July 1, 2022 - June 30, 2023	$ 1,328.26	$ 15,939.12
July 1, 2023 - June 30, 2024	$ 1,359.10	$ 16,309.20
July 1, 2024 - June 30, 2025	$ 1,390.69	$ 16,688.28
July 1, 2025 - June 30, 2026	$ 1,423.03	$ 17,076.36
July 1, 2026 - June 30, 2027	$ 1,490.55	$ 17,886.60
July 1, 2027 - June 30, 2028	$ 1,535.08	$ 18,420.96
	Agreement Total	**$ 117,577.08**

Additional Service:	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**
Custodial Labor (price per hour):	$ 28.96	$ 31.75	$ 33.21	$ 34.73	$ 36.33	$ 38.06	$ 39.20
Carpet cleaning (price per square foot): $100 minimum	$ 0.14	$ 0.15	$ 0.16	$ 0.17	$ 0.18	$ 0.19	$ 0.20
Floor stripping and waxing (price per square foot): $100 minimum	$ 0.27	$ 0.28	$ 0.30	$ 0.32	$ 0.35	$ 0.36	$ 0.37
Emergency rate for all locations in Stanislaus County -- Four (4) hour minimum.	$ 43.43	$ 47.62	$ 49.81	$ 52.10	$ 54.50	$ 57.08	$ 58.79

To ensure cost competitiveness, SASA requested a quote for the same level of janitorial services from Quality Cleaning Professionals, LLC. After reviewing the comparison, PRIDE Industries One's pricing remained the lower-cost option for identical service levels.

The proposed amendment extends the agreement for two additional years, through June 30, 2028, and establishes a revised not-to-exceed amount of $117,578. Rates remain consistent with prior contract terms and no increases beyond previously authorized levels are proposed. The extension ensures uninterrupted service, avoids transition costs, and maintains stable cost levels. This amendment complies with SASA's procurement guidelines for contract extensions, and continuing services with PRIDE Industries One is both fiscally responsible and operationally beneficial.

Staff recommends the Board approve the amendment to the agreement with PRIDE Industries One, extending the term through June 30, 2028, and establishing a new not-to-exceed amount of $117,578.

STAFF RECOMMENDATIONS:

1. Approve the amendment to the agreement with PRIDE Industries One, Inc., extending the term through June 30, 2028, and establishing a new not-to-exceed amount of $117,578.

FISCAL IMPACT:

The prior not-to-exceed amount was $81,270 for the period of July 1, 2021, through June 30, 2026. The total not-to-exceed amount for the extended agreement term is $117,578 for services through June 30, 2028. Of this amount, $17,887 is allocated for FY 2027 and is already included in the currently approved budget; therefore, no additional budget adjustment is required. The remaining $18,421 corresponds to FY 2028 and will be incorporated into the FY 2028 budget development process. This amendment does not result in any increase to FY 2027 expenditures.

AGENCY BOARD ACTION:

On motion of _____; Seconded by _____
and approved by the following vote:
Ayes:_____
Noes:_____
Excused or Absent:_____
Abstaining:_____

1)_____ Approved as recommended.
2)_____ Denied.
3)_____ Approved as amended.

Motion:

AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the Stanislaus Animal Services Agency ("Agency") and Pride Industries One, Inc., a California corporation, ("Contractor") as of July 1, 2021.

Recitals

WHEREAS, the Agency has a need for services involving janitorial services at its facility located at 3647 Cornucopia Way, Modesto, California;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the Agency's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the Agency shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the Agency's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the Agency.

2. Compensation

2.1 The parties hereto acknowledge the maximum amount to be paid by the Agency for services provided shall not exceed **$81,269.00** over the first five years of the term including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement, contingent upon the approval of the Stanislaus Animal Service Agency's Commission of the budget for fiscal years 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026. Cost for custodial services are further described below and shall be billed as follows:

Stanislaus County – Animal Shelter		
Schedule	**Monthly**	**Annual Total**
July 1, 2021 – June 30, 2022	$ 1,271.38	$ 15,256.56
July 1, 2022 – June 30, 2023	$ 1,328.26	$ 15,939.12
July 1, 2023 – June 30, 2024	$ 1,359.10	$ 16,309.20
July 1, 2024 – June 30, 2025	$ 1,390.69	$ 16,688.28
July 1, 2025 – June 30, 2026	$ 1,423.03	$ 17,076.36
	Contract Total:	$ **81,269.52**

Additional Services	Year 1	Year 2	Year 3	Year 4	Year 5
Custodial Labor (price per hour)	$ 28.96	$ 31.75	$ 33.21	$ 34.73	$ 36.33
Carpet cleaning (price per sq.ft.): $100 minimum	$ 0.14	$ 0.15	$ 0.16	$ 0.17	$ 0.18
Floor stripping and waxing (price per sq.ft.): $100 minimum	$ 0.27	$ 0.28	$ 0.30	$ 0.32	$ 0.35
Emergency rate for all locations in Stanislaus County – Four (4) hour min.	$ 43.43	$ 47.62	$ 49.81	$ 52.10	$ 54.50

2.2 Additional Services shall be requested and pre-approved by Agency in writing via email exchange between the Agency's Site Coordinator and Contractor, or through Contractor's web-based Janitorial Management Software program (JAMS). With respect to overtime, Contractor shall manage staffing and schedules so as to eliminate the need for overtime work/charges to the extent possible. When overtime rates apply, Contractor shall so advise Agency at a reasonable time prior to charges being incurred in writing (email accepted). Agency agrees to pay pre-approved overtime at the rate of one and one-half (1.5) times the Custodial Labor rate shown above. With respect to Emergency Custodial Labor, Agency shall pay a four-hour minimum when Contractor's staff is required to return to a Building outside of regularly scheduled service hours.

2.3 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from Agency any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Agency will not withhold any Federal or State income taxes or Social Security tax from any payments made by Agency to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Agency has no responsibility or liability for payment of Contractor's taxes or assessments.

2.5 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the Agency for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be five years commencing July 1, 2021 and continuing uninterrupted until June 30, 2026 unless sooner terminated. After June 30, 2026, this Agreement will not automatically renew but may be renewed for two (2) additional one-year terms by mutual, written agreement of the parties. Price increases for each Renewal Term shall not proceed beyond three to four percent for the additional years six (6) and seven (7). Such renewal shall be in the form of an amendment to the Agreement as described in Section 17 of the body of this Agreement.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The Agency may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the Agency's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the Agency.

4.2 Contractor further certifies to Agency that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. Agency is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Agency and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the Agency or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the Agency and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of Agency. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the Agency. No agent, officer or employee of the Agency is to be considered an employee of Contractor. It is understood by both Contractor and Agency that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of Agency.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to Agency's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to Agency under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of

Agency, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a Agency employee, and do not have the right to act on behalf of the Agency in any capacity whatsoever as an agent, or to bind the Agency to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds Agency harmless from any and all claims that may be made against Agency based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of Agency shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, Agency has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person

receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. Agency has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of Agency. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of Agency.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or Agency shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus Animal Services Agency
Attn: Annette Bedsworth
3647 Cornucopia Way
Modesto, CA 95358

To Contractor:
Pride Industries One, Inc.
Attn: Laurel Petersen
10030 Foothills Blvd., M/S 13
Roseville, CA 95747

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral 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.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

STANISLAUS ANIMAL SERVICES AGENCY

By: Annette Bedsworth
Annette Bedsworth, Executive Director

"Agency"

PRIDE INDUSTRIES ONE, INC.

By: Jack Jackman
Jack Jackman (Jun 7, 2021 16:39 PDT)
Jack Jackman, V.P. of Contracts

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Robert J. Taro
Robert J. Taro, Assistant County Counsel

EXHIBIT A

A. SCOPE OF WORK

Agency shall furnish all toilet paper, paper towels, toilet seat covers, restroom soap, trash liners, wax bags, sanitary napkins chemicals, supplies and light bulbs necessary to perform the assigned duties. Material Data Safety Sheets (MSDS) shall be on-site and available for all chemicals stored and used within a service area.

Contractor shall furnish all labor, tools, equipment and insurance necessary to perform the assigned duties. Contractor shall be responsible for reporting issues with dispensers to Agency for repair.

Contractor shall use all cleaning chemicals and other supplies in accordance with all federal, state, and local laws. Contractor shall be responsible for ensuring all employees receive training on an ongoing basis pertaining to blood borne and air borne pathogens, as well as general safety and handling and disposal of infectious waste. All training and documentation of training must be in accordance with all federal, state, and local laws and available for inspection by Agency upon request.

All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in Request for Proposal #20-26-CB issued by Stanislaus County; the Contractor's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

B. INVOICES

Invoices shall be submitted to Stanislaus Animal Services Agency, Attn: Adrienne Rios, 3647 Cornucopia Way, Modesto, CA 95358 or riosa@stancounty.com.

C. REPRESENTATIVES

The parties' respective Project Managers shall be:

For Agency:
Adrienne Rios (or designee)
Stanislaus Animal Services Agency
3647 Cornucopia Way
Modesto, CA 95358
(209) 342-1742
riosa@stancounty.com

For Contractor:
Laurel Peterson,
(or designee)
Pride Industries
10030 Foothills Boulevard
Roseville, CA 95747
(916) 298-6376
Laurel.Peterson@prideindustries.com

D. FREQUENCIES

At a minimum, the following tasks shall be performed at the described quality standards and frequencies. If additional services are required to maintain the area in a clean and sanitary condition, it shall be the responsibility of Contractor to maintain without additional compensation. Emergency response, when required, is expected within ten (10) minutes while on duty.

For purposes of this Agreement, a "Standard Service Area" is an area that is required to be serviced throughout Agency's locations; an "Alternative Service Area" is an area that may, at the option of the Agency department, require servicing. Alternative Service Areas will vary from location to location.

Standard Service Area	Level 2 – Low Risk
Interior Chairs/Children's toys and furniture	3 Days/Week
Interior Conference Rooms/Meeting Rooms	3 Days/Week
Interior Corridors	3 Days/Week
Interior General Floor Care	3 Days/Week
Interior General Litter and Debris	3 Days/Week
Interior Kitchen / Coffee Bars	3 Days/Week
Interior Office Areas	3 Days/Week
Interior Public Counters and Surrounding Areas	3 Days/Week
Interior Public Lobbies and Meeting Rooms	3 Days/Week
Interior Restrooms /Showers	3 Days/Week
Interior Trash Containers	3 Days/Week
Interior Walls and Doors	3 Days/Week
Interior Walls, Baseboards, Wainscoting	3 Days/Week
Interior Window Ledges, Windows, Window Coverings	Monthly
Interior Work Stations and Office Spaces	3 Days/Week
Interior Book Shelves	3 Days/Week
Interior Examination Rooms	3 Days/Week
Interior Examination Tables (detail)	1 Day/Week
Interior General Floor – Deep cleaning	Bi-annually
Interior Custodial Closets	3 Days/Week

1. EXPECTATIONS

Standard Service Area	Expectations
Interior Book Shelves	Remove Dust; Spot-clean to maintain surface luster of all hard-surfaced areas.
Interior Chairs/Children's toys and furniture	Clean and Disinfect chairs (seating, arms, backs, rollers, and other components). Place cleaned chairs with arms and seat partially under the desk so workstations have a uniform appearance.
Interior Conference Rooms/Meeting Rooms	Set-up, Clean and return to usable condition all features within conference rooms/meeting rooms. Clean and Sanitize all table surfaces, chairs, whiteboards, cabinets, retractable walls, and other features within conference/meeting rooms. Remove Dust from all ledges, shelves and other visible areas. Replace/return chairs.
Interior Corridors	Vacuum, Spot-clean, and deep-clean carpeted areas; sweep, mop and maintain surface luster of all hard-surfaced floor areas. Clean wall surfaces to remove scuff marks, hand prints and other residue.
Interior General Floor Care	Vacuum, Spot-clean, and deep clean carpeted areas; sweep, mop and maintain surface luster of all hard-surfaced areas in accordance with General Floor Care instructions set forth in Section 2, below.
Interior General Litter and Debris	Remove all Blemishes (Fixed and Surface) from corridor areas including but not limited to walking surfaces and seating areas.
Interior Kitchen/Coffee Bars	Thoroughly clean, degrease and sanitize kitchen/coffee bar area, including countertops, sinks, and appliances and floors. Refill soap and paper products as needed.
Interior Office Areas	Clean and Disinfect surface all surface areas; clean floor areas; empty trash. Clean interior windows and blinds.
Interior Public Counters and Surrounding Areas	Clean all counters to remove Blemishes. Wipe down areas below counters to remove all Blemishes, with emphasis on high-traffic areas leading to and in front of counters. Deep clean areas leading to and adjacent to the counters.
Interior Public Lobbies & Interview Rooms	Clean entrance areas to the building, including but not limited to glass, doors, door jambs, wall surfaces, walkways, steps, emblems, and entrance mats.
Interior Restrooms/Showers	Clean, Sanitize and Disinfect floors, traps, drains, fixtures, mirrors, doors, walls, ceilings, toilets, urinals, sinks, personal hygiene disposal containers, dispensers and other items that are part of functioning restroom. Stock restroom supplies (incl. paper towels, toilet paper, toilet seat covers, soap, & other supplies). Deep-clean areas to maintain the desired conditions. Strip and re-coat floors to maintain luster.
Interior Seating Areas, Tables, Drinking Fountains, Snack Bars, and Dining Areas	Clean and Sanitize seating areas (including tables and chairs) and drinking fountains.
Interior Trash Containers	Empty all trash containers and replace all trash container liners at each servicing. Clean exterior and interior surfaces of trash containers and areas immediately adjacent to trash containers; disinfect containers as needed to eliminate odors. Remove trash to off-site location.
Interior Walls and Doors	Spot clean all walls, doors, push plates and jambs to remove all dirt, fingerprints, smudges and spills.
Interior Walls, Baseboards, Wainscoting	Clean walls, baseboards, and wainscoting areas to remove marks, grime, smudges, hand prints, and other visual Blemishes.

Interior Window Ledges, Windows, Window Coverings	Dust window ledges and hard surface window coverings. Clean interior windows (i.e., interior door glass, sidelights, partition glass, conference room glass, and other glass surfaces that are subject to frequent contact resulting in fingerprints and hand smudges and smears). Clean blinds or other window coverings; spot clean as needed.
Interior Work Stations and Office Spaces	Clean and Sanitize workstations and private office spaces. Vacuum and Spot clean fabric panels as needed. Remove heel and chair marks from carpet guards. Remove Dust and wipe down areas without disrupting the papers and other items present in these areas (computers excluded).
Alternative Service Area	**Expectations**
Interior Examination Rooms	Clean and return to a useable condition all features within examination rooms. Clean and Sanitize all tables, sinks and sink components, tables, chairs, cabinets, floors, walls and other features within examination rooms. All medical waste must be handled in accordance with federal, state and local laws.
Interior Examination Tables (detail)	Thoroughly clean and disinfect entire table, including all pull-out components.
Interior Custodial Closets	Clean and maintain custodial closets.

2. GENERAL FLOOR CARE INSTRUCTIONS:

Maintenance of Hard Floors:

i. For periodic maintenance of hard floors, the Contractor shall:
- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Contractor.
- Place caution/wet floor signs, cord off wet work areas and post notifications on all entrance and exit doors as appropriate.
- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or auto-scrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

ii. For restorative maintenance the Contractor shall:
- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Place caution/wet floor signs, cord off wet work areas and post notifications on all entrance and exit doors as appropriate.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the Contractor.

3. GENERAL INFORMATION

a. The description of each service area is to be used as a guideline for the Contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Contractor.

b. Agency's Project Manager or designee may conduct periodic walkthroughs of the building. Results of each walkthrough shall be reviewed by Agency and Contractor. It is Contractor's responsibility to point out maintenance issues that are not cleaning issues. Agreed-upon maintenance issues shall be deducted from the custodial exception list and the overall score for that building will be adjusted. Areas that are not maintained at the desired service level, as determined by the walkthroughs, may result in a deduction of payment. Chronic service problems may result in cancellation of the contract.

c. If any services performed under this Agreement are not maintained at the desired service level, Contractor shall be required to correct the deficiency at no increase to the total amount set forth herein. If Contractor elects not to correct the deficiency or is unable to do so in a timely manner, deductions in payment may occur. These deductions will vary depending on severity and frequency of the deficiency.

4. SITE SUPERVISION

Contractor shall have a management or supervisory employee dedicated to the site. In addition, Contractor shall have a supervisor available twenty-four (24) hours per day for direct communications with Agency staff. All of Contractor's personnel shall receive all appropriate safety training in all aspects of janitorial service operations from the Contractor.

5. INITIAL CLEANING

a. All infrequent tasks such as window washing, deep cleaning of carpet areas, stripping and waxing of hard floors, air vent and fixture cleaning shall be completed as part of initial cleaning process and maintained on an on-going, per building schedules outlined herein.

b. All carpet cleaning and hard floor surfacing shall be completed as scheduled and reported to Agency twenty-four (24) hours in advance of scheduled cleaning. All non-scheduled cleaning shall be reported within twenty-four (24) hours of completion by e-mail. All communication shall be made to Agency's Project Manager or designee.

6. BUILDING CLEANLINESS

Contractor shall be responsible for cleanliness and sanitation of the building, all furniture, and other fixtures inside of the building.

7. BUILDING KEYS

Contractor shall be issued building keys and/or electronic key cards at the start of this Agreement for the performance of services as specified herein. In the event such keys entrusted to Contractor's staff should become lost, the cost of re-keying the building shall be deducted from payment due Contractor for services rendered. Contract shall notify Agency's project manager in writing of any transfer of building keys and/or electronic key cards.

8. SECURE BUILDING

Contractor shall be responsible to secure/lock the interior and exterior portions of the building during hours specified by the Agency's Project Manager.

9. UNIFORMS

Contractor employees shall be required to wear a uniform and name badge for identification purposes. Uniforms shall be clean and neat in appearance at all times.

10. LIGHTING FIXTURES

Contractor shall be responsible for reporting burned out lamps in lighting fixtures, and stained ceiling tiles. Contractor is not responsible for the replacement of ballasts or other electrical devices used in lighting systems. Burned out ballasts and/or other failed electrical devices must be reported to the Agency's Project Manager or designee. All reports shall be submitted to the Agency's Project Manager.

11. REPORTING; COMMUNICATION

Contractor shall make available to Agency its web-based Janitorial Management Software program (JAMS) ***at no additional expense*** for purposes of communicating, tracking, measuring quality deficiencies and to streamline processes and problem resolution. Contractor shall provide training on the use of JAMS to Agency as needed at no additional expense.

12. HOLIDAY SCHEDULE

Contractor will be required to provide services on all scheduled holidays unless otherwise notified by Agency's Project Manager.

Agency observes the following holidays:

• New Year's Day	• Labor Day
• Martin Luther King, Jr. Day	• Veteran's Day
• President's Day	• Thanksgiving Day
• Memorial Day	• Day after Thanksgiving
• Independence Day	• Christmas Day

13. SERVICE REQUIREMENTS

The Agency's facility is to be cleaned as per the guidelines listed in paragraph 1 above.

14. REPORTS

The Custodial Service Report includes the information collected during the inspection, which is the Contractor's responsibility to prepare. The report shall contain:

a. Custodial service performance;
b. Custodial defect chart;
c. Frequency chart (which problems are most pervasive in the facility); and
d. Custodial condition maps (each condition is reported on its own map along with the degree of severity observed).

Agency review and assessment of the audit reports shall be final. Should Contractor object to any portion of the audit, however, Contractor may petition Agency to review the audit with Contractor, and Contractor shall provide any such evidence as to why the graded level is incorrect (e.g. facility damage to the area prevented proper cleaning, flooding, or other force major event.

15. CONTRACTOR'S UNSATISFACTORY EMPLOYEES

If, at any time Agency determines that any person employed by Contractor providing services under this Agreement requires corrective action, Agency shall notify Contractor who shall take immediate corrective action. Contractor shall be solely responsible for the hiring, supervising, training, disciplinary actions and termination of his/her employees.

If any person employed by Contractor fails or refuses to carry out the directions of the Agency's Project Manager, or appears to be incompetent, or acts in a disorderly or improper manner, that person shall be discharged immediately from the providing services hereunder on the request of the Agency's Project Manager, and such person shall not again provide services under this Agreement.

16. DEFINITIONS

As used in this contract, capitalized terms shall have the following meanings:

Adhesive: a material forming a semi-permanent attachment to a surface, such as chewing gum, tar, or tape residue.

Blemishes: soil or dirt; that which mars the appearance of, or disfigures, a surface or object. A Blemish can be temporary and removable by Cleaning, or permanent due to surface damage. There are two types of Blemishes:

> **1) Fixed:** A Blemish that adheres to and resists separation from a surface requiring detachment before complete removal. Some examples of Fixed Blemishes are Streaks/Spots, Grime, Film, and Adhesives.
>
> **2) Surface:** A Blemish held to a surface by static electricity, gravity or ionic attraction and easily removed. Some examples of Surface Blemishes are Dust, Grit, Lint, Litter and Wet Spillage.

Blood borne pathogens: pathogenic microorganisms that are present in human blood and can cause disease in humans. Hepatitis B Virus (HBV) and HIV are of primary concern.

Cleaning: process of removing pollutants from the environment and putting them in their proper place. The purposeful, systematic activity of locating, detaching, and removing visible Blemishes from an environment or surface. Cleaning does not necessarily reduce the level of microbial contamination.

Communication Log: notebook, clipboard other similar item maintained on site to facilitate written communication between Agency and vendor; also used to identify any discrepancy or requests for work and all on-going work performed.

Day Porter: janitorial attendant assigned to a specific location for day-to-day maintenance and specific tasks.

Deep Cleaning: includes the use of buffing and/or extraction equipment.

Disinfecting: removal and destruction of targeted pathogenic microorganisms; the focused removal of specified pathogenic microorganisms by chemical destruction, heat, ultra-violet light, or oxidation.

Dust: fine, dry, airborne, particulate matter, comprised of skin cells, pollen, dander, and other residue combined with pollutants and natural soil.

Engineering Controls: technology and devices that isolate or remove hazards from the workplace.

Film: A thin covering or coating deposited evenly on a surface. Includes mineral buildup in toilet bowls, atmospheric deposits on window glass, soap scum, oxidation (tarnish).

Grime: thin layers of residue from human or animal usage composed of residual oils combined with normal soiling.

Grit: course, particulate materials such as sand, gravel, salt, originating outdoors.

Hygienically clean surface: A surface which does not constitute a threat to health as a result of the presence of microorganisms.

Lint: clinging particles of fibrous material, such as cobwebs.

Orderliness: the arrangement or organization of equipment and furnishings on a surface.

Potentially infectious material: human blood along with other specific human body fluids including semen, feces and urine.

Residue: anything that remains on a surface or in the pores of a surface after a cleaning process is complete.

Sanitizing: method of reducing the microbial population to a safe level as determined by local public health standards. Sanitation may or may not include Disinfection and/or Sterilization.

Spot Cleaning: method of cleaning only the Blemished part of an object.

Stain: a surface discoloration that, due the addition or removal of coloring agents (pigments), has chemically changed the surface and is impossible to remove by Cleaning.

Sterilization: process that causes the destruction or removal of all forms of life; the complete destruction by chemicals, high temperatures, or other means of all microorganisms on a surface, or an object such as a surgical instrument. Soil removal may or may not be part of this process.

Streaks/spots: marks or bands differing in surface color or texture. These are often the result of incomplete attempts to remove a fixed substance, as when improper mopping leaves a streaked floor after the water evaporates. This includes dried spillage of fluids.

Visibly clean surface: a surface which shows no evidence of visible Blemishes.

Vulnerable Populations: represents people who are more susceptible than the general population to chemicals and products that might pose a risk to human health. These populations include but are not limited to children, pregnant women, the elderly and infirm, people sensitive to chemical exposures

(e.g., fragrances), and other occupants, customers, or employees that may have a higher susceptibility to cleaning operations.

Wet spillage: spilled drinks, body fluids, lubricants that have not dried or been absorbed by a surface.

Workplace Practice Controls: Ongoing evaluation of the manner in which a task is performed in an effort to reduce the likelihood of a worker's exposure to blood or other potentially infectious material.

AMENDMENT NO. 1
TO THE AGREEMENT FOR
INDEPENDENT CONTRACTOR SERVICES WITH
PRIDE INDUSTRIES ONE, INC.

This Amendment No.1 to the Agreement for Independent Contractor Services ("Amendment No. 1") by and between the Stanislaus Animal Services Agency (SASA) and Pride Industries One Inc., ("Contractor") is hereby amended on_____.

WHEREAS, SASA and Contractor entered into an Agreement for Independent Contractor Services dated January 1, 2021, involving janitorial services for SASA ("Agreement"); The term of the Agreement was from July 1, 2021, through June 30, 2026 ("Term") with renewal upon the mutual agreement of both parties for two (2) one-year terms. The not-to-exceed limit under Section 2 Compensation of the Agreement was $**81,269.52** to be paid over the Term.

WHEREAS, Paragraph 17 of the Agreement provides that the Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties;

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Section 3.1 shall be replaced in its entirety with the following:
   3.1 The term of this Agreement shall be seven years commencing July 1, 2021 and continuing uninterrupted until June 30, 2028, unless sooner terminated.

2. Section 2.1 shall be replaced in its entirety with the following:
   2.1 The parties hereto acknowledge the maximum amount to be paid by the Agency for services provided shall not exceed **$117,577.08** over the term found in section 3.1 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or assist in the performance of its work under this Agreement, contingent upon the approval of the Agency's budget by Agency's Governing Board for fiscal years 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028. Cost for custodial services are further described below and shall be billed as follows:

Stanislaus Animal Services Agency		
Schedule	**Monthly**	**Annual Total**
July 1, 2021 – June 30, 2022	$1,271.38	$15,256.56
July 1, 2022 – June 30, 2023	$1,328.26	$15,939.12
July 1, 2023 – June 30, 2024	$1,359.10	$16,309.20
July 1, 2024 – June 30, 2025	$1,390.69	$16,688.28
July 1, 2025 – June 30, 2026	$1,423.03	$17,076.36
July 1, 2026 – June 30, 2027	$1,490.55	$17,886.60
July 1, 2027 – June 30, 2028	$1,535.08	$18,420.96
	Contract Total:	$117,577.08

Additional Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Custodial Labor (price per hour)	$28.96	$31.75	$33.21	$34.73	$36.33	$38.06	$39.20
Carpet cleaning (price per sq.ft.): $100 minimum	$0.14	$0.15	$0.16	$0.17	$ 0.18	$ 0.19	$ 0.20
Floor stripping and waxing (price per sq.ft.): $100 minimum	$0.27	$0.28	$0.30	$0.32	$0.35	$0.36	$0.37
Emergency rate for all locations in Stanislaus County – Four (4) hour min.	$43.43	$47.62	$ 49.81	$52.10	$54.50	$57.08	$58.79

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Amendment and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date shown above.

"SASA" "Contractor"

STANISLAUS ANIMAL SERVICE AGENCY **PRIDE INDUSTRIES ONE, INC.**

By: _____
Craig Gundlach, Interim Executive Director

By: _____
Jacqueline Henley, Director, Commercial Contracts

APPROVED AS TO FORM:
Thomas E. Boze, Stanislaus County Counsel

By: _____
Jesus Mendoza, County Counsel

STANISLAUS ANIMAL SERVICES AGENCY
ACTION AGENDA SUMMARY

AGENDA DATE: August 20, 2026 AGENDA #: **7-A**

SUBJECT:
Authorization for the Chair and Vice Chair to Work with Stanislaus County Chief Executive Officer Human Relations Division, Employer of Record, in Managing the Recruitment to Fill the Vacant Stanislaus Animal Services Agency Executive Director Position

DISCUSSION:
As of July 30, 2026, the Stanislaus Animal Services Agency (SASA) Executive Director position has been vacant. On August 10, 2026, the SASA board appointed an interim Executive Director at a special meeting. This appointment serves to provide support, guidance, and leadership to the agency pending appointment of the next Executive Director.

Recognizing the importance of providing stability and continuity to operations at SASA, and in acknowledgment of the activities currently being managed through committee work, the County of Stanislaus, as the employer of record, recommends that the Chair and Vice Chair manage the Executive Director recruitment process. The team, in full partnership with the employer of record, will pursue the following as they work to fill this critical position: evaluate past practices, recognizing the benefits and challenges of available approaches; determine the best process forward; perform or oversee the screening process; execute the initial interviews to identify the top two to three candidates; and present the finalists to the full SASA board for consideration and selection interviews in a closed session of a regular or special meeting. Throughout the process, the Chair and Vice Chair will provide updates to the full board at regular meetings until a new Executive Director is appointed.

STAFF RECOMMENDATIONS:

1. Authorize the Chair and Vice Chair to manage the recruitment to fill the vacant Stanislaus Animal Services Agency Executive Director position, in full partnership with the employer of record, Stanislaus County.
2. Direct the Chair and Vice Chair to bring forward the top two to three candidates for consideration and selection interview by the full board in closed session at a future regular or special meeting.

FISCAL IMPACT:
Depending on the chosen recruitment process, it is anticipated that costs would range from immaterial for internally managed efforts up to $25,000 for assistance from an outside recruiter. The interim Executive Director assumes all authorities granted to the role and can enter into agreements up to $50,000, budget permitting. Staff do not anticipate the need for any additional authority or funding.

AGENCY BOARD ACTION:

On motion of _____; Seconded by _____
and approved by the following vote:
Ayes:_____
Noes:_____
Excused or Absent:_____
Abstaining:_____

1)_____ Approved as recommended.
2)_____ Denied.
3)_____ Approved as amended.

Motion:

Animal Services Advisory Committee
3647 Cornucopia Way
Modesto, CA 95358
6:00pm

Dates of meetings for 2026

April 02, 2026 (Held)

May 7, 2026 (Held)

July 2, 2026 (Held)

August 6, 2026 (Canceled)

October 1, 2026

November 5, 2026

CLEAR THE SHELTERS

Saturday, August 1st to Monday, August 31st

WAIVED ADOPTION FEES FOR ALL DOGS AND CATS

$12 license fee may apply.







Stanislaus Animal Services Agency
3647 Cornucopia Way Modesto CA

STANISLAUS Animal Services AGENCY

June 2026 Monthly Report

Total Animals Admitted to SASA*

823

About 27 Per Day

Incoming Animals



- 216 Dogs and 124 Puppies
- 168 Cats and 303 Kittens
- 12 Other

Outgoing Animals

301 Adoptions — 139 dogs, 159 cats, 3 other

200 Transferred To A Partner Agency (501c3) — 161 dogs, 37 cats, 2 other

287 Foster — 235 dogs, 52 cats

59 Return to owner — 58 dogs, 1 cat, 0 other

156 Trap/Neuter/Return* & Working Whiskers

83% Live Release Rate* — 90% dogs, 70% cats

Additional Shelter Statistics

881 Calls For Field Service

Assist Law Enforcement: 23	Other: 215
Deceased Animal Pick Up: 108	Stray: 190
Investigation: 86	Transport: 100
Trap: 0	Extra Service: 3
Information: 103	Patrol: 48
Rescue: 4	Wild: 1
	Owned: 0

*Total animal intake excludes disposal request and animal dropped of for medical services

*Live Release Rate reflect a rolling 12-month measure, calculated by live outcomes (adoptions, return to owner, transferred out, returned to home) divided by total outcomes (live outcomes + died & lost in care, shelter euthanasia, does not include owner requested euthanasia) For more detailed stats, download this PDF in Adobe and click here.

*TNR (Trap Neuter Return)-This program allows community and feral cats to continue to live their lives outdoors. These cats are vaccinated, ear-tipped, altered and released.

529.94

Volunteer Hours Donated By 24 Citizens

31

Animals Diverted From Shelter- animals who we were able to keep out of shelter by returning them home in the field.

www.StanislausAnimalServices.com

SASAinfo@stancounty.com

(209)558-7387

Stanislaus Animal Services Agency - 3647 Cornucopia Way, Modesto, CA 95358

STANISLAUS Animal Services AGENCY

July 2026 Monthly Report

Total Animals Admitted to SASA*

812

About 26 Per Day

Incoming Animals

301 Dogs and 124 Puppies

141 Cats and 233 Kittens

13 Other

Outgoing Animals

340 Adoptions — 163 Dogs, 175 Cats, 2 Other

224 Transferred To A Partner Agency (501c3) — 172 Dogs, 38 Cats, 14 Other

216 Foster — 198 Dogs, 18 Cats

44 Return to owner — 40 Dogs, 3 Cats, 1 Other

96 Trap/Neuter/Return** & Working Whiskers

81 Humane Euthanasia — 20 Dogs, 59 Cats, 2 Other

Additional Shelter Statistics

849 Calls For Field Service

- Assist Law Enforcement: 30
- Deceased Animal Pick Up: 109
- Investigation: 78
- Trap: 3
- Information: 26
- Rescue: 7
- Wild: 5
- Other: 220
- Stray: 242
- Transport: 62
- Extra Service: 6
- Patrol: 59
- Owned: 2

488.70 Volunteer Hours Donated By 25 Citizens

36 ***Animals Diverted From Shelter-

47 Two Clinics Held

529 Surgeries performed

*Total animal intake excludes disposal request and animal dropped off for medical services

**TNR (Trap Neuter Return)-This program allows community and feral cats to continue to live their lives outdoors. These cats are vaccinated, ear-tipped, altered and released.

***Diverted-Animals who we were able to keep out of the shelter by returning them home in the field

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