

This version of the boilerplate was approved by the Contracts Committee and activated **April 21, 1995**. This file will be updated as needed; please be conscious of the activation date to make sure that you are using the most current version.

Instructions:

1. Save this file to your user directory under another name;
2. Use the **F2** key (the search function) to find each instance of **xx** and type the appropriate information in its place;
3. Select only one **Exhibit B** and one **Exhibit C**, and delete all others;
3. Complete the **Contract Summary Form** at the end of the boilerplate; and,
4. Print and save the file.

For assistance, call 568-2141

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR SOUTH COUNTY
COMMUNITY HAZARDOUS WASTE COLLECTION CENTER{PRIVATE }**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and The Regents of the University of California on behalf of the University of California, at Santa Barbara, having its principal place of business at Santa Barbara, CA (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WITNESSETH That:

WHEREAS, The County of Santa Barbara is mandated to provide collection programs for small quantities of hazardous waste from South Coast households and small businesses, and by reason of said mandate becomes a generator of hazardous waste; and

WHEREAS, University's Environmental Health and Safety Department has constructed such a collection facility to handle hazardous waste generated by University, and is in addition able to provide for collection of community waste on a limited regular basis; and

WHEREAS, University desires to make available to County the use of its hazardous waste facility for purposes of facilitating County's hazardous waste collection mandate, in fulfillment of University's mission of public service;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Leslie Wells at phone number (805) 882-3611 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Ali Aghayan at phone number (805) 893-8533 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: County of Santa Barbara
Public Works Department
Solid Waste & Utilities Division
109 East Victoria Street
Santa Barbara, CA 93101

To CONTRACTOR: University of California

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on July 1st, 2002 and end performance on June 30, 2003 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY and CONTRACTOR maintain the right to extend the term of this agreement upon mutual consent of both parties.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, for failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies),

person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and the **University of California at Santa Barbara**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Deputy

By: _____
Henry Yang
Chancellor

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Risk Manager

Include language which describes, in detail sufficient to monitor satisfactory performance, the work you expect performed for the price you've agreed to pay.

Any attachments should be labelled "Attachment A-1" and so on. Be sure to state in your Exhibit A language that the attachment is "incorporated by reference."

If you choose to use the Contractor's proposal as your Exhibit A (Statement of Work), **BE VERY CAREFUL** about any terms in their "fine-print" that could be a detriment to the County. **Remember: terms in the Exhibits take precedence over the boilerplate.** If any term in the exhibits affects any term in the boilerplate, **you must disclose that affect on the Contract Summary Form**, and show the affected paragraph number[s].

EXHIBIT A

STATEMENT OF WORK

I. SCOPE OF SERVICES

The Community Environmental Council (CEC), as agent for County, shall administer a program to provide a location at UCSB's EH&S Building for South County residents and small businesses to deposit small quantities of those hazardous wastes authorized under the Operation Plan, Operations Manual and applicable laws and regulations, in a safe and appropriate manner. Such program shall provide for deposits by residents on every weekends throughout each year of this Agreement and for deposits by small businesses by appointments on every Friday throughout the term of this Agreement. County's Program shall be developed in consultation with Contractor, and shall follow the provisions of the Operation Plan, and Operations Manual referenced in paragraph II.B. In the event of a conflict between the provisions of this Agreement and the Operation Plan or Operations Manual the Operation Plan or Manual, shall be subordinate and the provisions of this Agreement shall govern.

II. PROGRAM DIRECTION

- A. Under the general direction of County, CEC shall, acting as County's agent, develop, refine, administer and manage an overall program as approved by County's Director of Public Works or designee for the collection of hazardous waste from residents and small businesses along the County's South Coast, including the anticipated use of UCSB's EH&S facility for the deposit of such waste. Insofar as said Program presumes the use of contractor's day-to-day operations, County shall obtain UCSB's Environmental Health & Safety Department approval prior to publicizing said Program.
- B. CEC and Contractor will adhere to all policies, procedures and guidelines, collectively called "Operation Plan for the County of Santa Barbara, University of California and Community Environmental Council Permanent Household and CESQG Hazardous Waste Collection Facility" that has been mutually approved by the Parties prior to implementation.

III. PROGRAM OPERATION

- A. In cooperation with County and with CEC, acting as County's agent, Contractor shall:
 - 1. Make UCSB's EH&S facility available for collection of small quantities of hazardous waste as specified in the Operation Plan and in Article V.
 - 2. Provide and supervise two or more Contractor employees (the salaries and benefits for which will be funded by County) who will have responsibility for the use of Contractor's facility at all times and such use is contemplated under the terms of this Agreement. Said employees shall:

- i. Receive from Contractor, training which it considers to be thorough and comprehensive for the functions to be provided under the terms of this Agreement.
 - ii. Be responsible for administration of the Operating Plan at the EH&S facility, including the identification, acceptance (or rejection) of all hazardous waste submitted, verification of residency, determination of the appropriate method of disposition, and depositing of all waste in appropriately labeled containers provided by the County.
 - iii. Not knowingly accept hazardous materials not authorized under the Operating Plan or facilitating documentation, or materials which they do not believe can be stored legally, safely and/or compatibly at the EH&S facility.
3. Store all materials submitted within the scope of the Operation Plan, in containers provided by County and appropriately marked including identification of County as the generator, and segregate such containers separately from Contractor-generated hazardous waste.
4. In consultation with County, arrange for, and supervise the transport of all such hazardous waste no less than every two months and prepare all manifests and other transport and hazardous materials documentation as may be required by law or regulation as from time to time amended or promulgated, maintaining at all times separation of County's hazardous waste from that generated by Contractor.
5. Provide to County, such data and statistics as Contractor normally maintains and/or the Parties may mutually agree are desirable or required, on a mutually agreeable schedule.
6. Provide such mitigation monitoring documentation as may be required. Such documentation to be retained by the UCSB Office of Planning and Budget.
7. Provide at County cost and expense, emergency response and/or clean-up for any hazardous waste spills, toxic materials events or crowd control problems that may arise as a result of or are related to the Agreement.
8. Make available for CEC's use at the EH&S site, office space, with availability of telephone and copying equipment. The cost for use of copier equipment, telephone tolls, etc., shall be recharged to CEC at Contractor's actual cost for such use.

B. County Shall:

1. Accept liability for any materials brought to UCSB for the collection program except during the period such materials have been accepted and are being maintained at UCSB's EH&S facility (1) in accordance with the terms of this Agreement, including the Operation Plan and the Variance under which the facility may be operated, and (2) in good faith compliance with applicable state and federal law.
2. Promptly reimburse Contractor for any and all costs it may incur in connection with investigative or remedial action as a result of the presence, disposal, release or threatened release of said material.
3. Pay all invoices for and bear all responsibility for the cost of transportation or other disposition of County-generated hazardous waste collected at Contractor's facility.

C. Through CEC, acting as its agent, County shall:

1. Have sole responsibility for obtaining any all variances, permits, licenses, registrations, generator

identification numbers and other facilitations and documentation and to make any and all filings required for its performance hereunder.

2. At its sole cost, provide to UCSB all packaging materials and supplies to be used in storing, transporting and/or disposing numbers and other facilitations and documentation and to make any and all filings required for its performance hereunder.
 3. Provide over-all management and supervision for the County Hazardous Waste Collection Program, in accordance with County guidelines and the Operation Plan.
 4. Collaborate with Contractor in interviewing and selecting candidates for Contractor to employ in facilitation of this Program.
 5. Collaborate with Contractor in establishing in the Operation Plan what waste materials are acceptable under the program and what waste materials will be rejected.
 6. Remain current on advances in hazardous waste handling and storage techniques and technology as applicable to County's Program, and incorporate such advances in the Program.
 7. Be responsible for all advertising and promotion of the Program, and shall coordinate all such advertising and publicity with UCSB's Environmental Health & Safety Department to assure minimum conflicts with Contractor's day-to-day operating routing and schedule.
 8. Provide technical assistance, as requested, to small businesses participating in the Program as low-volume hazardous waste managers.
 9. Bear all responsibility for invoicing and collecting disposal fees from small businesses eligible to participate in the Program.
 10. Pay all costs, as invoiced, for any mitigation monitoring activities which may be required beyond the cost of regularly scheduled personnel anticipated under this Agreement.
 11. Provide at County's sole cost and expense, one or more CEC employees or volunteers on site at EH&S on collection days as needed or requested by Contractor to assist with acceptance or rejection of all hazardous waste submitted, verification of residency, traffic flow and crowd control, and to distribute literature and provide information about the Program.
 12. Provide an authorized individual to sign each Disposal Manifest authorizing the transport and disposal of hazardous waste collected under the program and its EPA Generator Identification Number.
 13. At County's sole cost and expense, provide and install all security equipment and/or systems specified as mitigation measures in the "Environmental Impact Report: Santa Barbara County Household and Small Business Hazardous Waste Collection Program."
 14. Provide computing and program resources CEC may deem necessary to its own data processing needs.
- D. The Parties mutually agree:

Within five (5) days before July 1, 2002, University shall inspect the terrain 100 feet on either side of (1) Mesa Road, from Los Cameros eastward to University Road, and (2) the University Road and (3) the Stadium Road accesses to the EH&S facility, and certify that said terrain is free of any hazardous material. Representatives from County and CEC shall be invited to participate in said inspection. Thereafter any hazardous materials of any kind

which could be considered to have originated in a household environment and are found left abandoned on the above referenced terrain of the UCSB Campus shall be deemed to be hazardous materials generated by County as a result of this Program unless such materials can be demonstrated to Contractor's satisfaction to have originated by and from the UCSB Campus. County shall be responsible for the clean-up and/or remediation of such materials or reimbursement to Contractor for same, and for all liability for personal injury or property damage resulting from pollution caused by such materials unless UCSB has agreed said materials were Contractor-generated. The provisions of this paragraph shall exclude materials that are likely to have originated directly as a result of vehicle operation or maintenance on the UCSB campus.

IV. FEES AND REIMBURSEMENTS

- A. County shall pay to Contractor an annual fee to compensate Contractor for the use of its EH&S facility and its administrative costs incurred in performance of this Agreement. Such fee shall be paid quarterly on a prorated basis, or as the Parties may otherwise mutually agree. Said fee shall include the basic cost of maintenance and operation of the EH&S facility for collections under this Agreement, as well as Contractor's intangible indirect costs in support of the Program.
- B. In addition to the fee stipulated in paragraph IV .A. above, County shall reimburse Contractor at Contractor's actual cost for supplies, materials or additional services requested of and provided by Contractor. This Paragraph B shall specifically include but not be limited to:
- i. Reimbursement to Contractor for its actual cost of salary and benefits for two (2) or more FTE employees at such classification and pay scale as may be determined by Contractor's Personnel Department.
 - ii. Reimbursement, at Contractor's actual cost, for the clean-up and/or emergency response which Contractor may incur due to County-generated waste, regardless of the actual cause of such clean-up or emergency response.
 - iii. Reimbursement for all costs associated with training which may be required for employees engaged under the provisions of this agreement to properly perform their duties and to remain current in technology and special skills required therefore.

All reimbursement due under this Paragraph B shall be made monthly upon receipt of invoice by County. Any capital equipment purchased through Contractor's purchasing process and/or paid for with funds from a Contractor budget shall be titled in the name of The Regents of the University of California and carried on Contractor's equipment inventory rolls during the term of this and any successor agreement(s). Upon termination of this and any successor agreement(s) Contractor shall transfer such equipment, and title thereto, to equipment by County under the terms of this Agreement.

- C. The fees and reimbursements specified in paragraphs V .A. and B below are in addition to and separate from goods and services provided and invoiced directly to County .Such goods and services shall include, but are not limited to, shipping containers, packing materials and transport of hazardous waste from the EH&S site.
- D. All invoices or other payment documents must include the County of Santa Barbara Auditor- Controller

contract number. (This number will be assigned by the Auditor-Controller and appear on the Agreement.)
If the invoices do not properly reference the contract number, those invoices will be returned, delaying payment.

E. Contractor shall maintain records of time and expenses associated with all services rendered pursuant to this Agreement in accordance with generally accepted accounting procedures. Contractor shall provide for the maintenance of such records for the performance of all work under this Agreement, including all work done by subcontractors or other agents. All such records shall be available to County during the term of this Agreement and for five years following its termination, for review and audit by County employees or by independent agents, during reasonable business hours.

V. SCHEDULING, RECEIVING AND IDENTIFICATION

A. All hazardous waste being accepted under County's Program shall be directed to and received at UCSB's EH&S facility on Mesa Road.

B. For the acceptance of waste from private, individual residents, the EH&S facility shall be open to the public as stipulated in the Operating Plan. Initially the facility shall be open to the public during the hours from 9:00 a.m. to 3 :00 p.m. on Saturdays and Sundays. Said hours and days may be changed from time to time by mutual agreement.

C. For the acceptance of waste from South Coast small business, the Parties shall, under Contractor's lead, cooperatively schedule and arrange appointments at times mutually agreeable between County and Contractor, so as not to conflict with County's residential collection schedule or Contractor's day-to-day operating routine.

VI. PACKAGING AND LABELING

A. County shall provide an approved used motor oil bulk container and appropriate installation, for storage of oil collected under this Program until it is transported off-site.

B. County shall contract for and provide appropriate approved containers and packaging materials for all other hazardous waste to be accepted under this Program. Said container shall be appropriately marked including identification of County as the generator of the material. All hazardous waste accepted under this program shall be packaged and stored in and only in County-provided and labeled packaging containers. County may delegate the Contractor authority for ordering, receiving, and storing such containers and materials.

VII. SHIPPING

After consultation with County , Contractor shall be responsible for selecting and contracting with qualified hazardous waste transporters, arranging the pickup and loading of stored waste and completing and processing manifests and other required documentation, or implementing provisions of any applicable then- existing waste-exchange programs. Waste generated by County and waste generated by Contractor shall be loaded and manifested separately under their respective Generator Numbers, and Transporter shall invoice County directly for its cost of transport and disposal.

There are six versions of Exhibit B, incorporated here. They address specific circumstances:

- #1: Compensation Upon Completion
- #2: Compensation Upon Completion (with attached schedule of fees)
- #3: Periodic Compensation
- #4: Periodic Compensation (with attached schedule of fees)
- #5: Periodic Compensation at Selected Milestones
- #6: Periodic Compensation at Selected Milestones (with attached schedule of fees)

Select the appropriate alternative for this contract, and delete all other pages.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 339,587.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1** (Budget), and shall include:
1. The costs of long distance telephone calls as approved for the budget.
 2. The actual costs of other materials, services and supplies as are approved in writing by the COUNTY Public Works Director, or designee.
 3. Mileage at thirty-six and a half cents (\$0.365) per mile during approved travel in connection with the project.
 4. The cost of reasonable travel expenses actually incurred during pre-approved travel in connection with the project.

Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the changes and provide supporting documentation if so specified in Exhibit A.

C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B-1** shall initiate payment processing. COUNTY shall pay invoices for satisfactory work within 30 days of presentation.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

E. All performance of services hereunder and all obligations of the County, incurred pursuant to this Agreement, are subject to the review and approval of the County Director of Public Works, or designee. Claims shall be paid within 30 days of approval of a submittal on a Standard County claim form which makes reference to this Agreement, substantiated by invoices, receipts and records, and as to the extent approved by COUNTY Public Works Director or designee. All invoices or other payment documents must

include the County of Santa Barbara Auditor-Controller contract number. (This number will be assigned by the Auditor-Controller and appear on the Agreement.) If the invoice does not properly reference the contract number, those invoices will be returned, delaying payment. If savings are realized in any components of the program, they may be applied to other components which are over the budgeted amount. The total obligation to the County for all costs, services and reimbursable expenses under the provisions of this Agreement, shall not exceed the sum of \$ 339,587, as detailed in the attached budget **(Attachment B-1)** without the express approval of the Board of Supervisors of the County of Santa Barbara.

EXHIBIT D

YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY FOR GOODS AND SERVICES

CONTRACTOR warrants that any Products furnished by CONTRACTOR pursuant to this agreement shall support a four-digit year format and be able to accurately process date and time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, as well as leap year calculations. For purposes of this warranty, "PRODUCT" shall include, without limitation, any piece of component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components of subroutines therein together with updates, upgrades and enhancements on same and all services, wherever such compliance is appropriate. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly using dates beyond December 31, 1999, CONTRACTOR shall restore or repair the Product to the same level of functionality as existed prior to the date malfunction, so as to minimize interruption to COUNTY's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional Products, the expense for any such associated or additional acquisitions that may be required, including without limitations, data conversion tools, shall be borne exclusively by CONTRACTOR.

In the event that restoration, repair and/or replacement is inadequate to prevent or remedy loss, CONTRACTOR shall defend, indemnify and save harmless COUNTY, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the failure of this warranty or occasioned by the performance or attempted performance of the Product(s), including, but not limited to, any act or omission to act on the part of CONTRACTOR or its agents, officers, employees or independent contractors.

Nothing in this warranty shall be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement with respect to defects other than Year 2000 performance. CONTRACTOR shall obtain the same assurances from all other suppliers whose products CONTRACTOR relies upon for operation of CONTRACTOR's Product(s) and shall furnish them to COUNTY upon request.

If contract is **not** for expenditure of funds by or through the County (eg, if it is a revenue contract or a no-fee agreement):

- 1) **DO NOT COMPLETE THIS FORM**; and
- 2) After concurrences on Board Letter write "Contract Summary Form N/A"

Always leave Contract Number blank. Shaded area will be completed by Auditor or Purchasing.

Special Instructions: D2. Show **both** the Bill-To and Ship-To codes you would normally use on a Purchasing Requisition (eg, "1234-00; 1234-01").

K6. Under **Seq#** assign a number to each amendment (1,2,3,etc), if any.

V1. Show both vendor numbers, if known, as CodeLetter/Dash/Number (eg, "A-654321; P-123456"). **V11&12.** If insurance is waived by Risk Management, type "Waived"; must be initialed and dated by Risk Manager. **V12.** Show applicable dates as CodeLetter/Dash/Date (eg, "G-12/31/95; P-12/31/99"). Contract Summary Form: Contract Number : | -

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year: FY 02/03
- D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*): 8810
- D3. Requisition Number.....:
- D4. Department Name: Public Works Department
- D5. Contact Person: Leslie Wells
- D6. Phone.....: (805) 882-3611

K1. Contract Type (*check one*): Personal Service Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose :

K3. Original Contract Amount: \$339,587

K4. Contract Begin Date.....: 7/1/2002

K5. Original Contract End Date: 6/30/2003

K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtToDate</u>	<u>NewTotal</u>	<u>AmtNew</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
		\$	\$		\$			

K7. Department Project Number: 195001

B1. Is this a Board Contract? (*Yes/No*): yes

B2. Number of Workers Displaced (*if any*).....: 0

B3. Number of Competitive Bids (*if any*): 0

B4. Lowest Bid Amount (*if bid*): \$

B5. If Board waived bids, show Agenda Date

B6. ... and Agenda Item Number: #

B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) : 15,17(1)

F1. Encumbrance Transaction Code: 1701

F2. Current Year Encumbrance Amount: \$339,587

F3. Fund Number.....: 1930

F4. Department Number.....: 054

F5. Division Number (*if applicable*).....:

F6. Account Number: 7460

F7. Cost Center number (if applicable).....:
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing):
V2. Payee/Contractor Name: University of California, Environmental Health & Safety
V3. Mailing Address.....: UCSB
V4. City State (two-letter) Zip (include +4 if known) : Santa Barbara, CA 93106-5132
V5. Telephone Number.....: (805) 893-8533
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person.....: Ali Aghayan, (805) 893-8533
V8. Workers Comp Insurance Expiration Date.....:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl):
V10. Professional License Number: #
V11. Verified by (name of County staff):
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:

Attachment B-1

COLLECTION DAYS
Operating Budget, 7/1/02 to 6/30/03
BETWEEN ENVIRONMENTAL HEALTH & SAFETY, UCSB
AND COUNTY OF SANTA BARBARA

Facility Operation (UCSB):

Pr. Technician 100%	\$55,603*
Sr. Technician 100%	\$52,560*
Sr. Technician 100%	\$50,095*
Sr. Technician 100%	\$43,660*
Technician (Student/G.A.)	\$30,000*
Supplies	\$27,000
Training (14 people)	\$3,000
Medicals (14 people)	\$2,000
Planning for Facility Expansion	\$5,000
Facility Use Fee	<u>\$65,000**</u>
	\$333,918

Additional Operation Costs: (not considered overhead)

Emergency Response Supplies	\$500
Work Study	\$600
Telephone/Comm. Svcs.	\$719
Copies/Computer	\$1,000
Mail Services/FedEx/UPS	\$150
On-Line Pager Cost (1)	\$200
Liability	\$1,200
Office Supplies	<u>\$1,000</u>
	\$5,369

One Time Costs:

Request for Cost Estimate (Trailer)	<u>\$300</u>
	\$300

TOTAL: \$339,587

*Salary rates include benefits.

**Includes Maintenance, Insurance, Utilities, Emergency Response, Clerical and other overhead costs.

EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY,

its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only".

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.