

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

SERVICEMASTER OF GOLETA

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 ServiceMaster of Goleta having its principal place of business at 100 Adams Rd, Suite A, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the COUNTY's Public Health Department has been receiving janitorial services from CONTRACTOR since September 2009, under both a Purchasing Contract and, most recently, Board Contract BC-10-131; and

WHEREAS, Board Contract BC-10-131 expired on June 30, 2011; and

WHEREAS, both COUNTY and CONTRACTOR desire to continue services through fiscal year 2012-13; and

WHEREAS, the service costs for a portion of fiscal year 2010-11, and the full fiscal years of 2011-12 and 2012-13 shall be built into this new Agreement which shall replace the previous Agreement.

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

1. **DESIGNATED REPRESENTATIVE.** Anne Fearon at 805-681-5102 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dwayne Walker at phone number 805-685-1144 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: Anne Fearon, Deputy Director, Administration
Public Health Department
300 N. San Antonio Rd., Bldg 8
Santa Barbara, CA 93101

To CONTRACTOR: Dwayne Walker
ServiceMaster of Goleta
100 Adams Rd, Suite A
Goleta, CA 93117

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 1, 2011 and end performance upon completion, but no later than June 30, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

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. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **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.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the 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 Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of

service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. 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.

30. **NON-APPROPRIATIONS.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

31. **COMPLIANCE WITH HIPAA.** CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Service Master of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2011.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR / HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Service Master of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2011.

CONTRACTOR

By: _____
Dwayne Walker

Date: _____

EXHIBIT A

STATEMENT OF WORK

PURPOSE: CONTRACTOR to provide janitorial services for the Public Health Department buildings numbered: Building 1, Building 3, Building 4, and Building 8; collectively known as the PHD Calle Real Campus.

Services to be Provided:

Provide janitorial maintenance per attached **EXHIBIT A-1, Description of Services** and **EXHIBIT A-2, Task Schedule** dated July 1, 2011. Tasks shall follow the Service Levels identified for each area of the Calle Real Campus buildings as noted on **EXHIBIT A-3, Maps**.

Prices indicated on Exhibit B include:

- All cleaning materials and labor
- All applicable taxes

Special Services:

Janitorial services for special services will be provided on an as-needed basis and be paid at the hourly rates identified in **EXHIBIT B, Compensation**. Special services must be pre-approved by COUNTY representative listed in Section 2 Notices of the Agreement.

Service Addresses:

Building 1 300 N. San Antonio, Bldg 1 Santa Barbara, CA 93110	Building 3 315 Camino Del Remedio, Bldg 3 Santa Barbara, CA 93110
Building 4 345 Camino Del Remedio, Bldg 4 Santa Barbara, CA 93110	Building 8 300 N. San Antonio, Bldg 8 Santa Barbara, CA 93110

Contractor's Qualifications:

- CONTRACTOR is fully licensed, bonded, and insured.
- CONTRACTOR's employees who currently work at the Calle Real Campus have undergone, and future employees will undergo, Criminal Index File search via the Santa Barbara County Sheriff.

Compensation: Monthly, contractor submit invoice per the attached **EXHIBIT B, Compensation**.

EXHIBIT A-1

DESCRIPTION OF SERVICES

All services (including special services) described below shall be performed by CONTRACTOR in a way that does not cause damage to existing structures or property.

ENTRANCES

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris. Mats and carpet shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleanser residue.

Glass and Metal Surfaces - Shall be streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills, ledges and heat registers.

Corners/Thresholds - Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleanser residue and dried-slurry.

Floors and Cove Bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Unless otherwise directed by the COUNTY, all hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleanser residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleanser residue. Walls behind waste/trash cans shall also be cleaned.

ELEVATORS

Tracks - Shall be free of dirt and debris. Tracks shall appear visibly clean to include the elimination of standing water from wet-cleaning procedures.

Lights - Shall be free of dust, cobwebs, soil and stains. Diffusers shall remain in proper position and they shall appear streak-free, film-free and uniformly clean.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains. Walls and doors shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high shine, including the elimination of polish and/or film residue.

Floors, Carpet and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Unless otherwise directed by the COUNTY, hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleanser residue, embedded soil and foreign objects.

CORRIDORS

Floors and Cove Bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Unless otherwise directed by the COUNTY, hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and

uniformly smooth and clean to include the elimination of dust streaks, lint, standing water, cleanser residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleanser residue.

Water Fountains - Shall be free of dust, cobwebs, soil, scale and water spots. Bright Work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleanser residue.

STAIRWELLS

Rails and Walls - Shall be free of dust, cobwebs, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, and cleanser residue.

Steps and Landings - Shall be free of dust, cobwebs, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleanser residue or film.

RESTROOMS

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the COUNTY. Sanitation levels shall be closely monitored by inspection and approved testing methods.

Dispensers - Shall be free of dust, dried-soil, bacteria and soil. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleanser residue. Dispensers shall be refilled with proper expendable supply item. Reserve products shall not be left in restrooms unless otherwise directed by COUNTY.

Hardware - Shall be free of dust, soil, bacteria and scale. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleanser residue and scale. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions - Shall be free of dust, cobwebs, soil and graffiti. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odors emitting from the container.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains. These surfaces shall be disinfected and appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleanser residue. Ceramic walls and wainscots and metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Unless otherwise directed by the COUNTY, floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors and cove bases shall be disinfected and appear visibly and uniformly clean. This shall include the elimination of dust streaks, lint, standing water, cleanser residue and film. All mop water will be changed prior to the mopping of each restroom floor.

Air Vents - Shall be free of dust, cobwebs and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs and soil. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

OFFICES

Furniture and Equipment - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleanser residue, streaks and film.

Walls and Doors - Shall be free of dust, cobwebs, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleanser residue.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as needed. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odors emitting from the container.

Partitions - Shall be free of dust, cobwebs, soil and graffiti. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleanser residue.

Floors, Carpet and Baseboards - Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Unless otherwise directed by the County, hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleanser residue, embedded soil and foreign objects.

KITCHENS/BREAKROOMS

Cabinets, Refrigerators and Microwaves - Exterior tops, sides and fronts shall be cleaned and free of dust, soil, cleanser residue and soap film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as needed. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odors emitting from the container. Walls adjoining waste container require special attention and shall be kept clean.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Unless otherwise directed by the COUNTY, floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors and cove bases shall be disinfected and appear visibly and

uniformly clean. This shall include the elimination of dust streaks, lint, standing water, cleanser residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleanser residue.

MISCELLANEOUS

Air Vents - Shall be free of dust, cobwebs, and soil. This also applies to air distribution units and exhaust vents. All vents shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs, and soil. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Ceilings – All cobwebs shall be removed.

Range exterior/cooktop/oven, microwave interior and refrigerator interior shall be defined as additional services for an additional fee to requesting department.

JANITOR CLOSETS AND STOREROOM

Shelves - Shall be free of dust, cobwebs, dried-soil and soil. Shelves shall appear visibly and uniformly clean. Supplies and equipment shall be neatly stocked and organized on shelves.

Janitor Carts - Shall be free of dust, cobwebs, dried-soil and soil. Carts shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and neatly organized.

Walls - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleanser residue.

Utility Sinks - Shall be free of dust, cobwebs, soil, cleanser residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Bright work shall be cleaned, de-scaled and polished.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Unless otherwise directed by the COUNTY, hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleanser residue and film.

Supplies - All cleaning products and chemicals used shall be environmentally friendly to the maximum extent consistent with good janitorial service.

TRASH REMOVAL/TRASH CONTAINERS

CONTRACTOR shall facilitate the COUNTY's current waste recycling program that requires each agency to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose. CONTRACTOR shall empty recyclable and non-recyclable waste into designated containers.

Waste removal shall be to containers designated by COUNTY and shall be deposited in such a manner that it will not fly around causing a mess or nuisance. Waste containers shall be fitted with correct-sized liners.

SPECIAL SERVICES:

COST PER HOUR FOR ADDITIONAL CLEANING

To be included within the below samples, CONTRACTOR will provide a "cost per hour" summary to include employee hourly rate, cost for any supplies used, cost per hour, overtime anticipated, etc.

STRIP & WAX VINYL/COMPOSITION/RESILIENT FLOOR

Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleanser. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium grade scrubbing pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solutions. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent splashing or marring of baseboards, walls and furniture. Unless otherwise directed by the COUNTY, hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. This shall include the elimination of dust streaks, lint, standing water, cleanser residue, embedded soil and foreign objects.

STRIP & WAX SPANISH TILE/CONCRETE/CERAMIC FLOOR

Hard surface floors such as brick, terrazzo, ceramic and Spanish tile, marble, etc. shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.

STEAM CLEAN INDIVIDUAL CHAIRS

Upon request by COUNTY, chairs will be steam cleaned with a hot water extraction and an approved liquid cleanser to remove all spots, stains, etc. A final extraction will be done with a clean basin of water to ensure all chairs are left free of solution residue and odor.

EMERGENCY CALL-OUT

Upon request by COUNTY, CONTRACTOR may provide an employee to respond to emergency situations.

**EXHIBIT A-2
TASK SCHEDULE**

Effective Date: July 1, 2011



**TASK SCHEDULE
EXHIBIT A-1**

CONTRACT SERVICES FOR: **PRIVATE AREAS**

AREAS TO BE SERVICED

SB Public Health Department
Calle Real Campus: Bldgs 1, 3, 4 and 8
Santa Barbara

Prepared for:

SB Public Health Department
300 N. San Antonio, RD
Santa Barbara, CA 93101
Anne Fearon

PRIVATE AREA SERVICES:

Private Offices

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	AS DIRECTED (AT EXTRA COST)
FREQUENCY										
1 Dust exposed areas of all furniture including desks, chairs, tables.		X								
2 Dust all exposed filing cabinets, bookcases and shelves.		X								
3 Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.		X								
4 High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
5 Clean entire interior glass in partitions and doors.		X								
6 Spot clean interior partition glass.	X									
7 Dust venetian blinds.				X						
8 Remove dust and cobwebs from ceiling in office areas only.			X							
9 Dust mop resilient and hard floors.							X			
10 Damp mop resilient and hard floors.		X								
11 Spot clean spills and stains on carpeted and resilient floors.		X								
12 Vacuum carpet in traffic lanes only.							X			
13 Vacuum carpeted floors in their entirety.		X								
14 Vacuum furniture.										X
15 Spot clean furniture										X

Private Washrooms

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	AS DIRECTED (AT EXTRA COST)
FREQUENCY										
1 Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.	X									
2 Clean glass and mirrors.		X								
3 Empty all trash containers and disposals, insert liners as required. Sanitize container as needed.	X									
4 Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets.		X								
5 High dust above hand height all horizontal surfaces including shelves, ledges, moldings.		X								
6 Empty and sanitize interior of sanitary container.	X									
7 Sweep, damp mop, and sanitize hard floor.	X									
8 Scrub and wax restroom vinyl floor.				X						
9 Strip, seal and wax restroom vinyl floor.				X						
10 Clean showers (or as needed)			X							

Eating Areas (Employee Kitchens/Break Rooms)

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	AS DIRECTED (AT EXTRA COST)
1 Damp clean and sanitize table tops, seats and back of chairs.							X			
2 Damp clean pedestals or legs.							X			
3 Clean and sanitize refrigerator.										X
4 Wet wipe microwave ovens.							X			
5 Empty all trash containers. Spot clean exterior.	X									
6 Low dust (below 36") and high dust (above 72") all horizontal surfaces.		X								
7 Clean entire interior glass in partitions and doors.		X								
8 Dust mop resilient and hard floors.							X			
9 Damp mop resilient and hard floors.		X								
10 Vacuum carpeted floors in their entirety.		X								

Daily shall mean Monday through Friday, excluding County holidays or other official closures.

EXHIBIT A-2 TASK SCHEDULE

Effective Date: July 01, 2011



TASK SCHEDULE EXHIBIT A-1

CONTRACT SERVICES FOR: **PUBLIC AREAS**

AREAS TO BE SERVICED

SB Public Health Department

Calle Real Campus: Bldgs 1, 3, 4 and 8

Santa Barbara

Prepared for:

SB Public Health Department

300 N. San Antonio, RD

Santa Barbara, CA 93101

Anne Fearon

PUBLIC AREA SERVICES:

Open Areas and Waiting Rooms

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	1 X PER YEAR	AS DIRECTED (AT EXTRA COST)
1 Empty wastebaskets and insert liners.	X									
2 Empty recycling bins.						X				
3 Clean and sanitize fountains and water coolers.	X									
4 Seating: Wipe and sanitize	X									
5 Spot clean entrance/lobby glass doors.	X									
6 Spot clean interior partition glass in partitions and doors.	X									
7 Clean entire interior glass in partitions and doors.						X				
8 Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.	X									
9 High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.		X								
10 Dust venetian blinds.		X								
11 Vacuum carpet areas	X									
12 Damp mop resilient and hard floors with germicidal solution.	X									
13 Buff hard floors.		X								
14 Scrub and wax hard floors.			X							
15 Strip and wax hard floors					X					
16 Bonnet shampoo carpets				X						
17 Extraction shampoo carpets				X						

Washrooms

1 Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.	X									
2 Clean all glass and mirrors.	X									
3 Empty all trash containers and disposals, insert liners as required. Sanitize container as needed.	X									
4 Empty and sanitize interior of sanitary container.	X									
5 Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets.		X								
6 High dust above hand height all horizontal surfaces including shelves, ledges, moldings.		X								
7 Sweep, damp mop, and sanitize hard floor.	X									
8 Scrub and wax restroom vinyl floor.			X							
9 Strip, seal and wax restroom vinyl floor.					X					

Daily shall mean Monday through Friday, excluding County holidays or other official closures.

TASK SCHEDULE

Effective Date: July 01, 2011



TASK SCHEDULE

EXHIBIT A-1

CONTRACT SERVICES FOR: **EXAM ROOMS**

AREAS TO BE SERVICED

SB Public Health Department
Calle Real Campus: Bldgs 1, 3, 4 and 8
Santa Barbara

Prepared for:

SB Public Health Department
300 N. San Antonio, RD
Santa Barbara, CA 93101
Anne Fearon

EXAM ROOM SERVICES:		DAILY	WEEKLY	MONTHLY	QUARTERLY	SEM ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER MONTH	1 X PER YEAR	AS DIRECTED (AT EXTRA COST)
All PUBLIC Area Services PLUS:											
1	Empty and clean containers and insert new liners	X									
2	Spot clean walls, door, frames. Remove all cobwebs from baseboards, lights, walls and ceilings.	X									
3	Countertops and telephones: wipe and sanitize.	X									
4	Exam tables below surface level: wipe and sanitize.		X								
5	Exam tables below surface level: spot clean.	X									
6	Windows covering : dust.								X		
7	Clean and sanitize fountains and water coolers.	X									
8	Ventilation grill: wipe.			X							
9	Hard floors: damp mop with germicidal solution.	X									
10	Hard floors: scrub and wax										X
11	Day Porter Services: Spot clean surfaces, glass and mirrors; remove debris from floor, Empty and sanitize trash containers as needed (replace liners as needed).	X									

Daily shall mean Monday through Friday, excluding County holidays or other official closures.

**EXHIBIT A-2
TASK SCHEDULE**

Effective Date: July 01, 2011



**TASK SCHEDULE
EXHIBIT A-1**

CONTRACT SERVICES FOR: **DAY PORTER**

AREAS TO BE SERVICED

SB Public Health Department
Calle Real Campus: Bldgs 1, 3, 4 and 8
Santa Barbara

Prepared for:

SB Public Health Department
300 N. San Antonio, RD
Santa Barbara, CA 93101
Anne Fearon

DAY PORTER SERVICES:		DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	X PER YEAR	AS DIRECTED (AT EXTRA COST)	
Washrooms		FREQUENCY										
1	Spot clean toilet bowls, urinals, hand basins as needed.	X										
2	Spot clean all glass and mirrors.	X										
3	Empty all trash containers as needed; replace liners. Sanitize container as needed.	X										
4	Empty sanitary container as needed.	X										
5	Spot clean all doors and partitions.	X										
6	Refill all dispensers to normal limits - napkins, soap, tissue, towel, liners, seat holders, cups, supplies to be furnished by Client	X										
7	Remove debris from floor	X										
Exam Rooms		FREQUENCY										
1	Spot clean all surfaces, glass and mirrors.	X										
2	Remove debris from floor.	X										
3	Empty and sanitize trash containers as needed (replace liners as needed).	X										
Waiting Rooms		FREQUENCY										
1	Spot clean chairs and tables	X										
2	Restack magazines	X										
3	Remove debris from floor	X										
4	Empty all trash containers as needed; replace liners. Sanitize container as needed.	X										
PH Lab		FREQUENCY										
1	All PRIVATE Area Services	X										
Pharmacy		FREQUENCY										
1	All PRIVATE Area Services	X										

Daily shall mean Monday through Friday, excluding County holidays or other official closures.

**EXHIBIT A-2
TASK SCHEDULE**

Effective Date: July 01, 2011



**TASK SCHEDULE
EXHIBIT A-1**

CONTRACT SERVICES FOR: **EXTERIOR AREAS**

AREAS TO BE SERVICED

SB Public Health Department
Calle Real Campus: Bldgs 1, 3, 4 and 8
Santa Barbara

Prepared for:

SB Public Health Department
300 N. San Antonio, RD
Santa Barbara, CA 93101
Anne Fearon

EXTERIOR AREA SERVICES:		FREQUENCY												
		DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	X PER YEAR	AS DIRECTED (AT EXTRA COST)			
Public Entrances														
1	Sweep entrance ways and patio areas												X	
2	Empty exterior trash receptables	X												
Private Entrances														
1	Sweep entrance ways and patio areas			X										
2	Empty exterior trash receptables	X												

Daily shall mean Monday through Friday, excluding County holidays or other official closures.

**EXHIBIT A-2
TASK SCHEDULE**

Effective Date: July 01, 2011



**TASK SCHEDULE
EXHIBIT A-1**

CONTRACT SERVICES FOR: **AREAS MARKED "MISCELLANEOUS"**

AREAS TO BE SERVICED

SB Public Health Department

Calle Real Campus: Bldgs 1, 3, 4 and 8

Santa Barbara

Prepared for:

SB Public Health Department

300 N. San Antonio, RD

Santa Barbara, CA 93101

Anne Fearon

MISCELLANEOUS AREA SERVICES:	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	YEAR	AS DIRECTED (AT EXTRA COST)
	FREQUENCY										
Elevators All Bldgs		X									
1 Clean interior and exterior elevatory using stainless steel polish.		X									
Bldg 1: Auditorium and C101/102 Conference Room											
1 Empty wastebaskets and insert liners.	X										
2 Empty recycling bins.							X				
3 Dust all exposed areas of all furniture including desks, chairs, tables.		X									
4 Dust all exposed filing cabinet, bookcases and shelves		X									
5 Dust venetian blinds.			X								
6 Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.		X									
7 High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.		X									
8 Remove dust and cobwebs from ceilings.			X								
9 Clean and sanitize telephones.			X								
10 Vacuum carpet in traffic areas.	X										
11 Vacuum carpeted floors in their entirety.							X				
12 Ensure tables and chairs are in correct configuration.	X										
13 Bonnet shampoo carpets				X							
14 Extration shampoo carpets				X							
15 Vacuum furniture										X	
16 Spot clean furniture										X	
17 Dust mop (auditorium) kitchen area with germicidal solution.							X				
18 Damp mop (auditorium) kitchen area with germicidal solution.		X									
19 Scrub and wax (auditorium) kitchen hard floor.			X								
20 Strip and wax (auditorium) kitchen hard floor.						X					
Computer Room (Bldg 3)											
1 Dust mop resilient and hard floors (AS REQUESTED but no more than monthly)			X								
Storeroom (Bldg 3)											
1 Dust mop resilient and hard floors		X									
2 Damp mop resilient and hard floors in traffic lanes			X								
Brezeway (between Bldg 3 and Bldg 4)											
1 Dust mop resilient and hard floors							X				
Restroom Next to Deli (between Bldgs 3 & 4)											
1 All Public Washroom level services, PLUS	X										
2 Day Porter Washroom level service, PLUS	X										
3 Strip and wax hard floor.			X								

Daily shall mean Monday through Friday, excluding County holidays or other official closures.

EXHIBIT A-3 Maps

Effective Date: July 01, 2011



EXHIBIT A-3 Maps

Effective Date: July 01, 2011

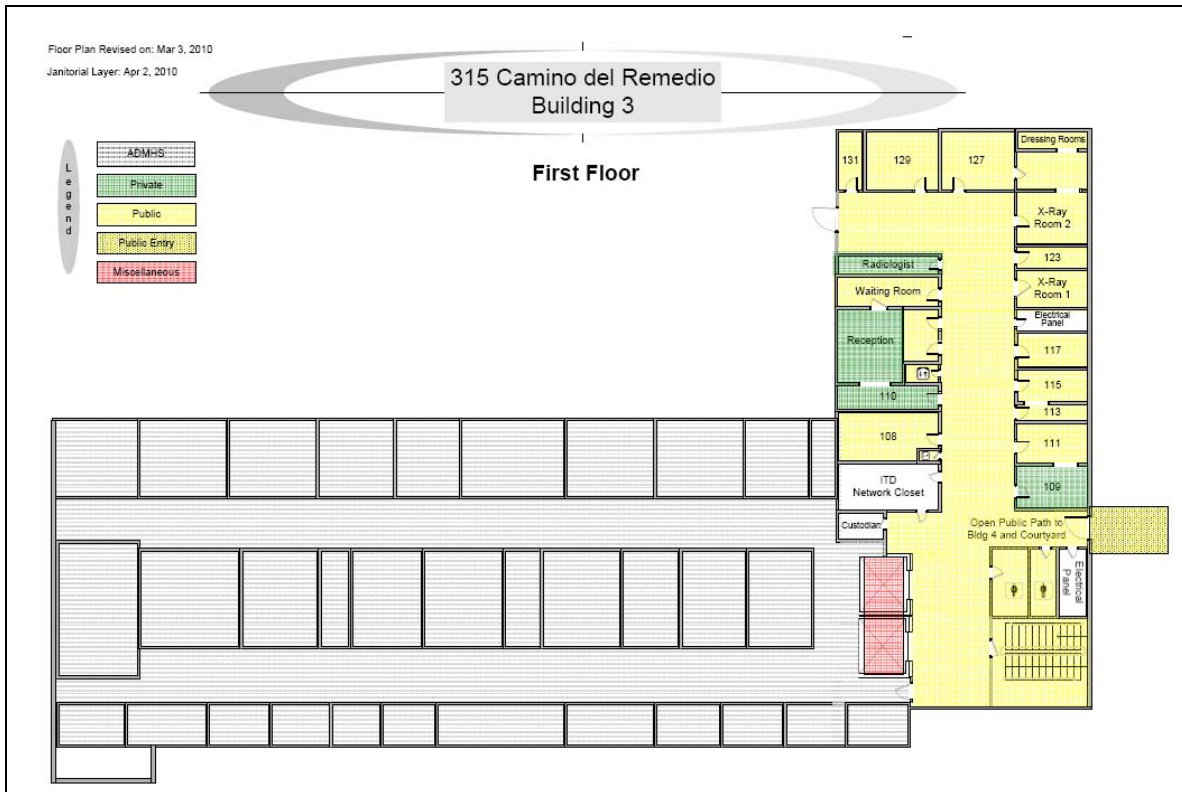
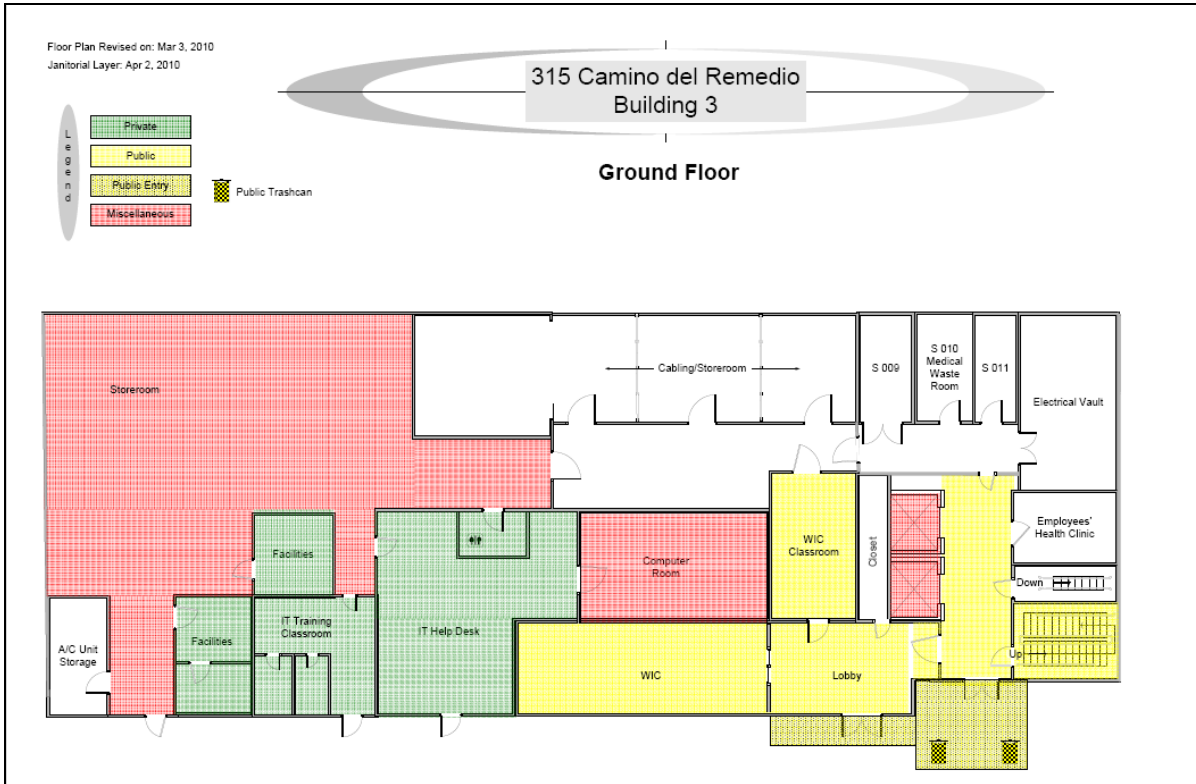


EXHIBIT A-3 Maps

Effective Date: July 01, 2011

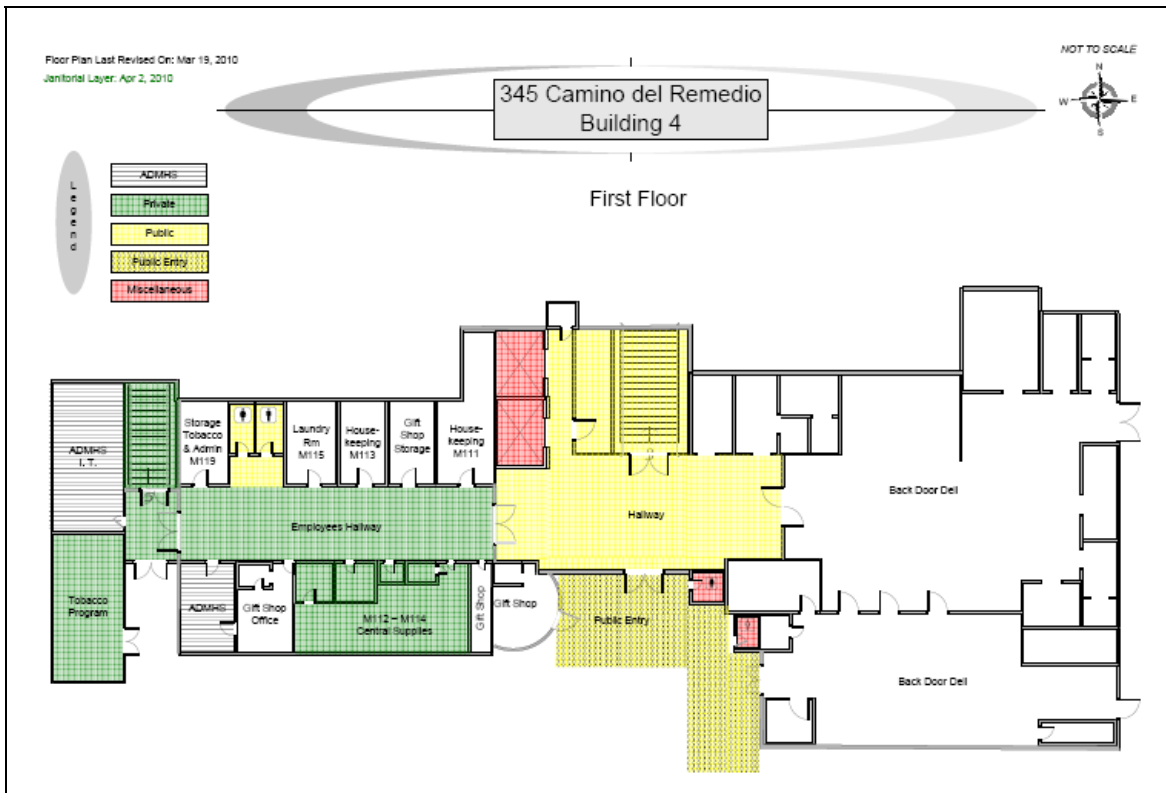
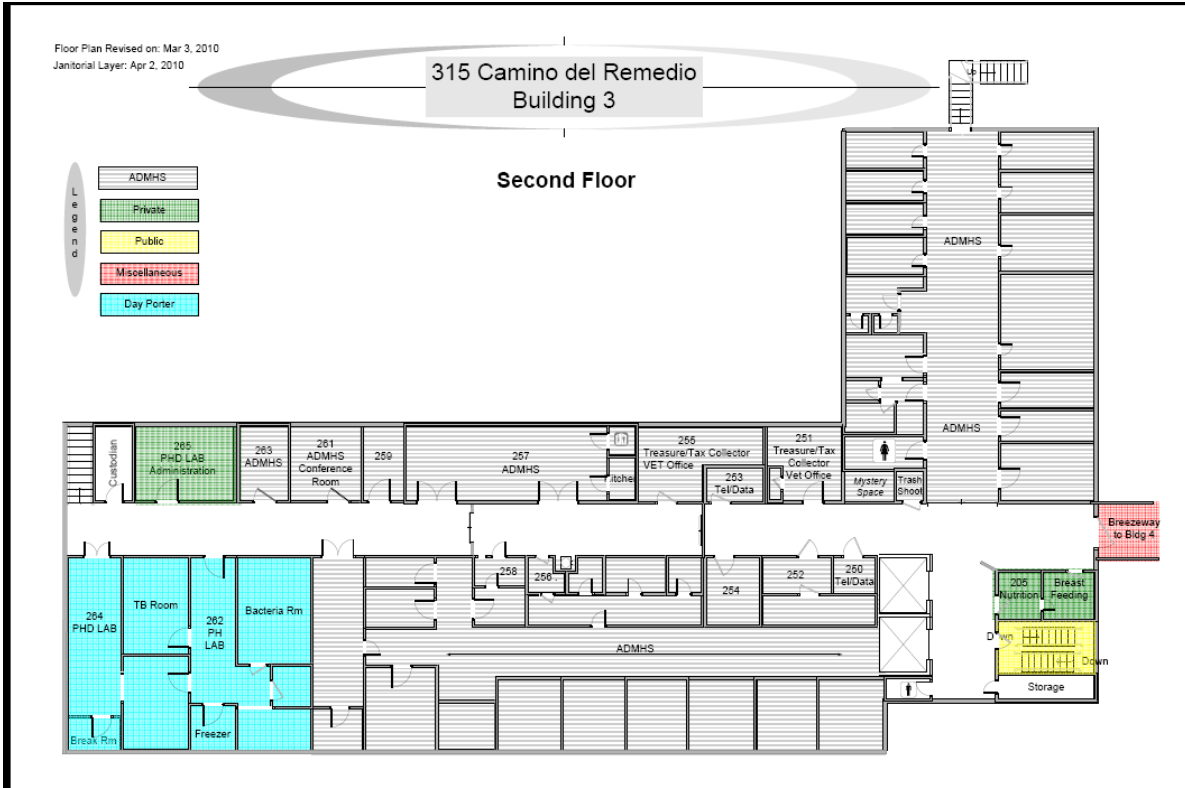


EXHIBIT A-3 Maps

Effective Date: July 01, 2011

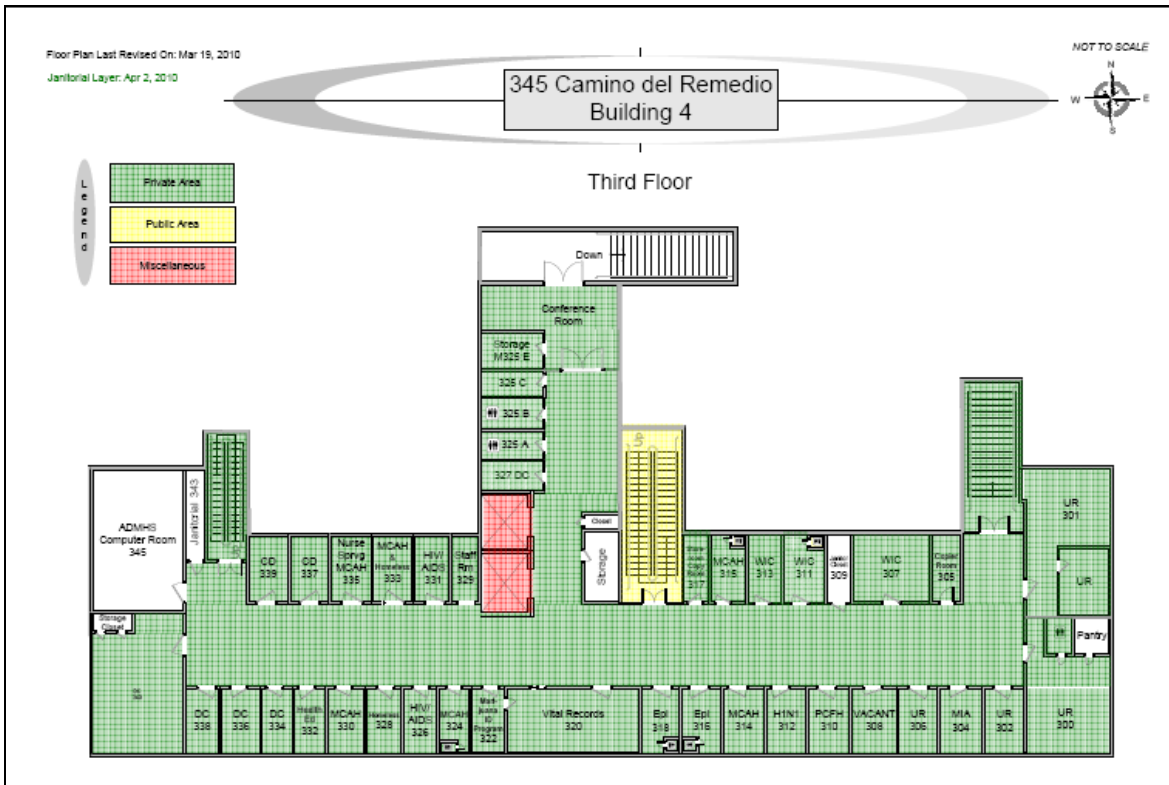
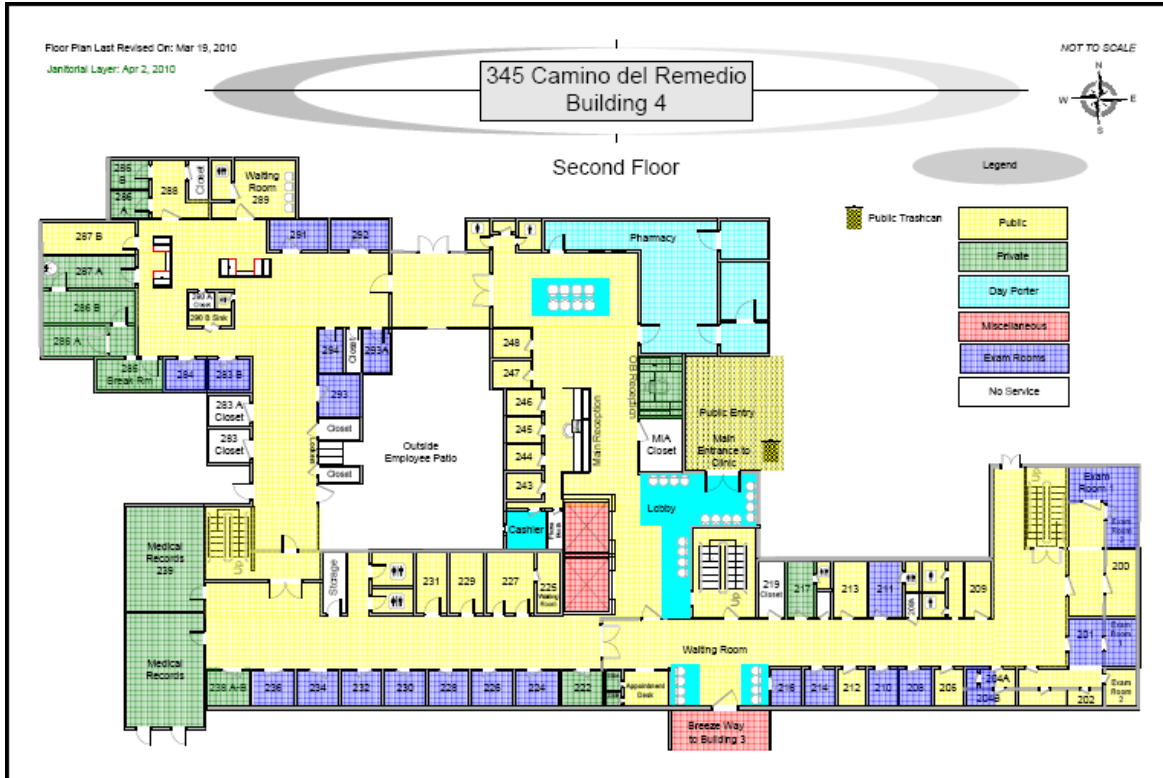


EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed **\$343,716.50**

B. Payment for services rendered under Board Contract BC-10-131 during Fiscal Year 2010-11 shall be made in a one-time payment of **\$12,756.66** to cover unexpected incidental services.

C. 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.

D. Monthly, CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for the service performed at each building over the period specified. Monthly payments for general janitorial services as outlined in EXHIBIT A-1 Task Schedule are as follows:

	<u>Monthly Cost</u>
All Bldg Exteriors	\$ 820.00
Bldg 1	\$ 2,361.00
Bldg 3	\$ 2,872.33
Bldg 4	\$ 1,852.00
Bldg 4 Clinic	\$ 4,603.33
Bldg 8	\$ 448.00
Total Not to Exceed Monthly Amount	<u>\$12,956.66</u>
Total Annual Amount	<u>\$155,479.92</u>
Total Amount <i>for 2 year term</i>	<u>\$310,959.84</u>

CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for special services at an hourly rate of \$25.00 per hour for janitorial services and \$45.00 per hour for floor work. Special services at the hourly rate must be pre-approved by COUNTY. Any special services that are not pre-approved shall be subject to non-payment by COUNTY. Special services must be preceded by an individual quote/proposal.

Total Not to Exceed Amount for Special Services <i>for 2 year term</i>	\$20,000.00
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These invoices or certified claims must cite the assigned Board Contract Number shown on page 1 of this Agreement. COUNTY designated representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt by COUNTY.

E. 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.

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts NOT requiring professional liability insurance

INDEMNIFICATION

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), judgments 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), judgments 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.

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 if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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.

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 Program Administrator 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.

Contract Summary Form:

Contract Number : _____ - _____ - _____

D1. Fiscal Year.....: FY: One-time payment in 2010-11,
Ongoing for 2011-12 and 2012-13

D2. Budget Unit Number: 041

D3. Requisition Number.....:

D4. Department Name.....: Public Health Department

D5. Contact Person.....: Anne Fearon

D6. Phone: 681-5102

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

K2. Brief Summary of Contract Description/Purpose: Janitorial services contract for PHD Calle Real campus

K3. Original Contract Amount.....: \$343,716.50

K4. Contract Begin Date.....: 7-1-2011

K5. Original Contract End Date.....: 6-30-2013

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

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
		\$	\$			\$		

K7. Department Project Number.....:

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

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

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

B4. Lowest Bid Amount (if bid).....: \$ n/a

B5. If Board waived bids, show Agenda Date.....:

B6. ... and Agenda Item Number.....: #

B7. Boilerplate Contract Text Unaffected?.....: Yes

F1. Encumbrance Transaction Code.....:

F2. Current Year Encumbrance Amount.....:

F3. Fund Number.....: 0042

F4. Department Number.....: 041

F5. Division Number (if applicable).....: 11

F6. Account Number.....: 7080

F7. Cost Center number (if applicable).....:

F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....: 740653

V2. Payee/Contractor Name.....: ServiceMaster of Goleta

V3. Mailing Address.....: 100 Adams Rd. Suite A

V4. City State (two-letter) Zip.....: Goleta, CA 93117

V5. Telephone Number.....: 805.685.1144

V6. Contractor's Federal Tax ID Number.....: On File

V7. Contact Person.....: Dwayne Walker

V8. Workers Comp Insurance Expiration Date.....: November 1, 2011

V9. Liability Insurance Expiration Date[s] (G).....: September 1, 2011

V10. Professional License Number.....: n/a

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_____