

ATTACHMENT 2

Agreement 2

**On-Demand and Emergency
Countywide Janitorial Services**

with

**Big Green Cleaning Company
(A Local Vendor)**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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 Big Green Cleaning Company with an address at 4860 Calle Real, Santa Barbara, California 93111 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Scott Hosking at phone number 805-568-2533 is the Designated Representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Allen Williams at phone number 805-692-1000 is the Designated 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Scott Hosking, Facilities Manager
 General Services, Facilities
 1105 Santa Barbara Street
 Santa Barbara, California 93101

To CONTRACTOR: Allen Williams, Owner
 Big Green Cleaning Company
 4860 Calle Real
 Santa Barbara, CA 93111

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A Statement of Work attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on January 1, 2017 and end performance upon completion, but no later than December 31, 2022 unless otherwise directed by COUNTY or unless earlier terminated. The initial term of the Agreement will be for two (2) years. By mutual agreement, the

Agreement may be renewed for up to two (2) additional two (2) year periods. The renewal of the Agreement must be approved by the County Board of Supervisors.

Not less than 120 calendar days prior to the end of the then-current two (2) year contract period, CONTRACTOR may request in writing a price escalation based on an index, minimum wage increase, etc. CONTRACTOR must submit documentation substantiating its request. COUNTY reserves the right either to accept or to reject in writing CONTRACTOR's request for a price escalation as part of COUNTY's consideration for the contract extension.

In the event that COUNTY rejects CONTRACTOR's request for price escalation or otherwise declines to renew the Agreement, the Agreement, including the then-current rates, shall automatically be extended for ninety (90) days beyond the otherwise applicable termination date.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B Payment Arrangements attached hereto and incorporated herein by reference. Billing shall be made by itemized invoice, and shall include the contract number assigned by COUNTY. Invoices shall be 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

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

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. DEBARMENT AND SUSPENSION

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

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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 principles. 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

16. 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.

17. 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 COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **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 or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- 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.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services 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.

20. SUSPENSION

COUNTY unilaterally may order CONTRACTOR, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of COUNTY. Reasons may include, but not limited to, the following:

- A. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
- B. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof unfit for occupancy or use immediately.
- C. A facility or any part thereof remaining vacant or unoccupied immediately by virtue of COUNTY relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

COUNTY will give notice of suspension of work and effective date as follows:

- A. If work suspension is due to "A" or "B" above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
- B. If suspension is due to "C" above, written notice at least two (2) working days in advance will be given prior to effective date.

21. 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.

22. 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.

23. 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.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. 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.

26. 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.

27. 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.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its 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, including but not limited to OSHA Standard 29 CFR § 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service for the medical facilities, and any applicable minimum wage requirements. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is 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.

29. CALIFORNIA LAW AND JURISDICTION

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.

30. 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.

31. AUTHORITY

All signatories and 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.

32. MISCELLANEOUS

- A. County Rules. CONTRACTOR shall comply with any applicable County rules or guidelines

for performance as described in EXHIBIT C County Rules.

- B. Safety Measures. CONTRACTOR shall take all necessary precautions for the safety of employees on the work site and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the employees and public.
- C. Hazardous and Toxic Substances. Manufacturers and distributors are required by the federal "Hazardous Communication Standard" (29 CFR § 1910.1200) to label each hazardous material or chemical container and California Hazard Communication Regulation Section 5194 of Title 8, California Administrative Code (T8CAC) to provide Material Safety Data Sheets to the purchaser. CONTRACTOR shall comply with these laws and provide COUNTY with copies of the Material Safety Data Sheets.

33. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

34. 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.

35. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in writing to COUNTY and in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. § 3321.)

36. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose in writing to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Big Green Cleaning Company**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By:  _____
Risk Manager

RECOMMENDED FOR APPROVAL:

Janette D. Pell
General Services

By:  _____
Director of General Services

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Big Green Cleaning Company**.

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

CONTRACTOR:

Big Green Cleaning Company

By:



Authorized Representative

Name:

ALLEN WILLIAMS

Title:

PRESIDENT

EXHIBIT A

Statement of Work

CONTRACTOR agrees to provide COUNTY additional janitorial services as listed below and CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the COUNTY Designated Representative or their designee.

Additional Janitorial Services

Additional janitorial services are those services that are outside the scope of the COUNTY's regular contracted janitorial services. As listed in Exhibit B-1 Schedule of Fees South County or Exhibit B-2 Schedule of Fees North County, examples include:

1. Emergency call-outs to clean up spills, bodily fluids, and other items that need to be responded to quickly.
2. Additional carpet cleaning is carpet cleaning outside of the regular contracted janitorial services.
3. Additional hard floor cleaning is cleaning a hard floor by scrubbing and then waxing.
4. Additional hard floor stripping is stripping a floor and re-waxing as needed.
5. Extra scheduled cleaning, moving furniture, washing windows are additional cleanings on a scheduled basis to accommodate internal moves, new employee hires, and special event pre-cleaning. It includes moving furniture for cleaning or for storage. Window washing is based on interior and exterior windows on first and second floors that can be cleaned from the inside of the building. For windows outside of this scope, a quote will be requested from the CONTRACTOR.
6. Cleaning inside of COUNTY vehicles is cleaning the inside of COUNTY vehicles that are in need of cleaning due to someone getting sick, bleeding, or in need of major cleaning.
7. Steam cleaning chairs is cleaning of individual chairs as requested.
8. Post-event cleaning at Santa Barbara Veterans Building, Santa Barbara Courthouse and Lompoc Veterans Building.
9. For any additional janitorial services not listed above or in Exhibit B-1 Schedule of Fees South County or Exhibit B-2 Schedule of Fees North County, a quote will be requested by COUNTY.

Locations, Supplies and Equipment

1. CONTRACTOR will provide additional janitorial services to any COUNTY facility as directed by COUNTY. CONTRACTOR will furnish all labor, uniforms, materials, equipment, transportation, supervision and management required to provide additional janitorial services in accordance with all terms and conditions of this Agreement.
2. All work shall be performed in a professional, workmanlike manner using quality equipment and materials.
3. CONTRACTOR will furnish all cleaning supplies such as rags, floor finish, carpet cleaners, etc
4. CONTRACTOR will furnish and maintain in good working condition all the necessary cleaning equipment required to perform the service including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment.

Work Schedule

1. Work under this Agreement will be performed only as requested and directed by COUNTY.

Specialized Staff Training

1. CONTRACTOR shall comply with the OSHA Standard 29 CFR § 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service for the medical facilities. CONTRACTOR shall be responsible for compliance upon execution of Agreement and shall

EXHIBIT A

Statement of Work

provide proof to the COUNTY Designated Representative.

Background Checks

1. Background checks will be required on CONTRACTOR's employees providing services to the COUNTY. CONTRACTOR will be required, at the time of contract award, to provide the COUNTY all Live Scan results of all employees and backup personnel assigned to this COUNTY contract.
2. Prior to working at any COUNTY facility, all personnel assigned to the COUNTY contract will also be required to sign and provide to the COUNTY a confidentiality agreement attached as **Exhibit A-1 Contractor Acknowledgement and Confidentiality Agreement**.

Security

1. COUNTY Designated Representative will provide county ID badges to all employees of CONTRACTOR. First time badges, all defective, cracked badges will be provided at no cost to the CONTRACTOR. Any lost or damaged badges due to neglect from CONTRACTOR and/or their employees will be replaced at a charge of \$20.00 each.
2. CONTRACTOR shall be responsible for use of all keys and security cards issued to him/her.
3. All main doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked to verify the areas are secured.
4. CONTRACTOR shall not duplicate any keys for premises unless directed to do so by the Designated Representative. CONTRACTOR/Supervisory staff must promptly report any lost keys or need for additional keys to the COUNTY Designated Representative.
5. To avoid the possibility of tracing lost keys to the premises, the CONTRACTOR shall not put identification on any keys.

Alarm Responsibility

1. Where facility to be serviced is equipped with an intrusion alarm, the CONTRACTOR's staff shall be responsible for disarming the alarm when they enter the building and for arming the alarm when they leave. COUNTY facilities shall be responsible for furnishing instructions to the CONTRACTOR's supervisory personnel in the correct procedure for each operation. It shall be the CONTRACTOR's responsibility to instruct any temporary or replacement employees in the complete operation of arming and disarming of the alarm system.

EXHIBIT A-1

CONTRACTOR CONFIDENTIALITY AGREEMENT

I, _____, hereby execute this Confidentiality Agreement as a prerequisite to performing services pursuant to the Agreement for Services of Independent Contractor ("Master Agreement") between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Big Green Cleaning Company ("CONTRACTOR"), with an address at 4860 Calle Real, Santa Barbara, California 93111, which is incorporated herein by reference.

CONFIDENTIAL INFORMATION DEFINED:

Confidential Information includes but is not limited to documents of any type whatsoever (paper or electronic), data, and any other information to which I may have access or of which I may become aware. Confidential Information includes but is not limited to information pertaining to persons and/or entities receiving services from the COUNTY such as client names, addresses, social security numbers, dates of birth, driver's license numbers, identification numbers, and other identifying information; all financial, health, criminal and public assistance records; and design concepts, algorithms, programs, formats, documentation, or any other proprietary or confidential information or trade secrets belonging to the COUNTY or to other vendors doing business with the COUNTY. The obligations of this Confidentiality Agreement apply regardless of whether the information is identified as confidential and to any information which by its nature is intended to remain confidential.

CERTIFICATION:

Except as approved in advance in writing by COUNTY, I hereby agree that I will not disclose to any unauthorized person any Confidential Information, to forward to the COUNTY Designated Representative all requests for the release of any Confidential Information, to protect Confidential Information against disclosure to any unauthorized person, and to keep confidential all Confidential Information.

I agree to report to the COUNTY Designated Representative any and all violations of this Confidentiality Agreement by myself and/or by any other person of which I became aware and, upon completion of termination of the Master Agreement, to return to the COUNTY Designated Representative all Confidential Information entrusted to me.

I acknowledge that violation of this Confidentiality Agreement will result in my immediate removal from all County contracts, may subject me to civil and/or criminal action, and may entitle the COUNTY to a remedy against CONTRACTOR according to the terms of the Master Agreement.

NAME: (Signature) _____

DATE: _____

NAME: (Printed) _____

POSITION: CONTRACTOR

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$140,000. Any balance remaining at the end of a fiscal year may not be applied to future fiscal year end balances.
- 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 Statement of Work** 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 **Exhibit B-1 Schedule of Fees South County** and **Exhibit B-2 Schedule of Fees North County**. Invoices submitted for payment that are based upon **Exhibit B-1 Schedule of Fees South County** and **Exhibit B-2 Schedule of Fees North County** must contain sufficient detail to enable an audit of the charges and provide supporting documentation. Invoices will contain cost of service by building, building number and address of building.
- C. For any additional janitorial services not listed in **Exhibit B-1 Schedule of Fees South County** and **Exhibit B-2 Schedule of Fees North County**, a quote will be requested by COUNTY.
- D. Monthly, CONTRACTOR shall submit to the County department that requested additional janitorial services an invoice or certified claim on the County Treasury for the services performed. These invoices or certified claims must cite the assigned Board Contract Number. The County department that requested additional janitorial services shall evaluate the quality of the service performed, based on **Exhibit A Statement of Work**, and if found to be satisfactory and within the cost basis of **Exhibit B-1 Schedule of Fees South County** and **Exhibit B-2 Schedule of Fees North Count** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.

EXHIBIT B-1

**Schedule of Fees
South County**

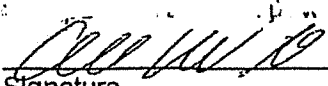
ITEM	BID ITEM	UNIT	TOTAL COST
1	Hourly Rate for Emergency Cleaning Within 2 Hour Response	Hourly	\$ 45.00
2	Additional Carpet Cleaning	Per Sq. ft.	\$.12
3	Additional Hard Floor Cleaning	Per Sq. ft.	\$.12
4	Additional Hard Floor Stripping	Per Sq. ft.	\$.42
7	Hourly Rate to do Extra Scheduled Cleaning, Moving Furniture, Washing Windows	Per Hour	\$ 38.00
8	Hourly Rate to Clean Inside of County Vehicles	Per Hour	\$ 40.00
9	Steam Clean Chairs	Per Chair	\$ 4.50
10	SB Vet's Building Auditorium	Per Event	\$ 168.00
11	SB Vet's Building Oceanview Room	Per Event	\$ 105.00
12	SB Vet's Building Cabrillo Room	Per Event	\$ 42.00
13	SB Vet's Building Kitchen	Per Kitchen, Per Event	\$ 42.00
14	SB Vet's Building Restrooms & Lobby	Per Event	\$ 63.00
15	SB Courthouse Mural Room, nearby hallway and restrooms	Per Event	\$ 175.00
16	Move Benches in Courthouse Mural Room	Per Event	\$ 195.00
17	SB Courthouse Gallery and Restrooms	Per Event	\$ 135.00

Line 1 Emergency Hourly Rate is the rate to clean up spills, bodily fluids, and other items that need to be responded to quickly. Contractor will be paid this rate if they can respond within 2 hours from the call.

Line 2 Additional Carpet Cleaning is the rate per square foot of carpet cleaning outside of the contracted services. This would typically be a person moving out of an office and would require carpet cleaning prior to another person moving in. This is a planned cleaning.

Line 3 Additional Hard Floor Cleaning is the rate to clean a hard floor by scrubbing and then waxing.

Line 4 Additional Hard Floor Stripping is the rate to strip a floor and then re-wax as needed.


Signature

BIG GREEN CLEANING COMPANY
Acceptance of Addendum #2

11/5/16
Date

Line 7 Hourly Rate to do Extra Scheduled Cleaning, Moving Furniture, Washing Windows is the rate to do additional cleaning on a scheduled basis to accommodate internal moves, new employee hires, and special event pre-cleaning. It is also the rate to move furniture for cleaning or if accepted by contractor to move furniture out of an office permanently to be stored. Window washing is based on interior and exterior windows on first and second floors that can be cleaned from the inside of the building. For windows outside of this scope, a bid would be requested from the Contractor.

Line 8 Hourly Rate to Clean Inside of County Vehicles is a rate to clean the inside of County vehicles that are in need of cleaning due to someone getting sick, bleeding or in need of major cleaning.

Line 9 Steam Clean Chairs is a rate to clean individual chairs as requested.

Line 10 SB Veteran's Building Auditorium is a rate to sweep and mop the auditorium and stage; vacuum lobby; and empty all trash after an event.

Line 11 SB Veteran's Building Oceanview Room is a rate to sweep and mop the Oceanview Room, bar area, vacuum hallway; and empty all trash after an event.

Line 12 SB Veteran's Building Cabrillo Room is a rate to sweep and mop the Cabrillo Room and stage; and empty all trash after an event.

Line 13 SB Veteran's Building Kitchen is a rate to sweep and mop one of two kitchens; wipe down kitchen counters and sinks; and empty all trash after an event. (There is one kitchen upstairs and one downstairs. The rate is for one kitchen.)

Line 14 SB Veteran's Building Restrooms and Lobby is a rate to clean and sanitize restrooms according to County contract; empty all trash; restock all restroom supplies; and clean within 20 feet of all entrances after an event.

Line 15 SB Courthouse Mural Room, nearby hallway and restrooms (2nd floor) is a rate for pre-event cleaning and restocking of restrooms; and post-event sweeping and mopping of the Mural Room and hallway; cleaning and sanitizing restrooms according to County contract; restocking all restroom supplies; and emptying all trash.

Line 16 Move Benches/Furniture in the SB Courthouse Mural Room or Gallery is an hourly rate to move benches into the Mural Room on the 2nd floor.

Line 17 Clean SB Courthouse Gallery and Restrooms (1st floor) is a rate for pre-event cleaning and restocking of restrooms; and post-event sweeping and mopping of the Gallery; cleaning and sanitizing restrooms according to County contract; restocking all restroom supplies; and emptying all trash.

Exhibit B-2

**Schedule of Fees
North County**

ITEM	BID ITEM	UNIT	TOTAL COST
1	Hourly Rate for Emergency Cleaning Within 2 Hour Response	Hourly	\$ 45. ⁰⁰
2	Additional Carpet Cleaning	Per Sq. ft.	\$.12
3	Additional Hard Floor Cleaning	Per Sq. ft.	\$.12
4	Additional Hard Floor Stripping	Per Sq. ft.	\$.42
7	Hourly Rate to do Extra Scheduled Cleaning, Moving Furniture, Washing Windows	Per Hour	\$ 38. ⁰⁰
8	Hourly Rate to Clean Inside of County Vehicles	Per Hour	\$ 40. ⁰⁰
9	Steam Clean Chairs	Per Chair	\$ 4. ⁵⁰
10	Lompoc Vet's Building Scenario 1	Per Event	\$ 180. ⁰⁰
11	Lompoc Vet's Building Scenario 2	Per Event	\$ 140. ⁰⁰
12	Lompoc Vet's Building Scenario 3	Per Event	\$ 45. ⁰⁰

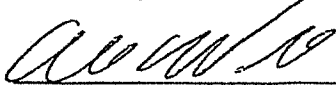
Line 1 Emergency Hourly Rate is the rate to clean up spills, bodily fluids, and other items that need to be responded to quickly. Contractor will be paid this rate if they can respond within 2 hours from the call.

Line 2 Additional Carpet Cleaning is the rate per square foot of carpet cleaning outside of the contracted services. This would typically be a person moving out of an office and would require carpet cleaning prior to another person moving in. This is a planned cleaning.

Line 3 Additional Hard Floor Cleaning is the rate to clean a hard floor by scrubbing and then waxing.

Line 4 Additional Hard Floor Stripping is the rate to strip a floor and then re-wax as needed.

Line 7 Hourly Rate to do Extra Scheduled Cleaning, Moving Furniture, Washing Windows is the rate to do additional cleaning on a scheduled basis to accommodate internal moves, new employee hires, and special event pre-cleaning. It is also the rate to move furniture for cleaning or if accepted by contractor to move furniture out of an office permanently to be stored. Window washing is based on interior and exterior windows on first and second floors that can be cleaned from the inside of the building. For windows outside of this scope, a bid would be requested from the Contractor.


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BIG GREEN CLEANING COMPANY
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Line 8 Hourly Rate to Clean Inside of County Vehicles is a rate to clean the inside of County vehicles that are in need of cleaning due to someone getting sick, bleeding or in need of major cleaning.

Line 9 Rate to Steam Clean Chairs is a rate to clean individual chairs as requested.

Line 10 Lompoc Veteran's Memorial Building Cleaning Scenario 1 is a rate to clean the auditorium, lobby and two adjoining restrooms; sweep and mop auditorium and lobby; empty all trash; sanitize lobby water fountain; restock all restroom supplies; clean and sanitize restrooms according to County contract; and clean within 20 feet of all entrances.

Line 11 Lompoc Veteran's Memorial Building Cleaning Scenario 2 is a rate to clean Banquet Room and two adjoining restrooms; sweep and mop Banquet Room and Trophy Room; sanitize water fountain; empty all trash; restock all restroom supplies; clean and sanitize restrooms according to County contract.

Line 12 Lompoc Veteran's Memorial Building Cleaning Scenario 3 is a rate to clean kitchen; wiping down countertops and sink; sweep and mop floors and empty all trash.

EXHIBIT C

County Rules

Conduct of Employees

Employees of CONTRACTOR, while performing work under this Agreement, will not:

- A. Remove any COUNTY property or personal property, equipment, monies, forms or any other item from their place.
- B. Engage in horseplay or loud boisterous behavior.
- C. Play amplified sound equipment.
- D. Be under the influence of alcohol or drugs.
- E. Gamble.
- F. Smoke.
- G. Turn on or off or use any equipment other than CONTRACTOR's equipment.
- H. Use any COUNTY telephone except a telephone designated by the building management for the purpose of business under this contract.
- I. Open any desk, file cabinet, storage cabinet or refrigerator (unless refrigerator is designated for cleaning).
- J. Disturb or remove any articles from desks.
- K. Consume any food or beverage, other than that brought with the employee or purchased from vending machines and only in areas designated by the building management for regular breaks.
- L. Engage in long conversations with security guards, visitors or other individuals.
- M. Take photographs of the building or its contents.
- N. Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
- O. Engage in any activity, which is not in the best interest of COUNTY or is otherwise detrimental to the performance of this contract. If an employee arrives at the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a CONTRACTOR supervisor is contacted for the purpose of escorting the employee away from the building safely.
- P. No unauthorized personnel are to accompany CONTRACTOR employees at job site (i.e. relatives, friends, guests, or children).

Removal of Employees

Any CONTRACTOR's employee whose employment or performance is objectionable to COUNTY shall be immediately removed from the contract assignment by the CONTRACTOR. A request by the COUNTY to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the CONTRACTOR in regards to employee discipline shall be at the sole discretion of the CONTRACTOR. The COUNTY shall be held harmless in any disputes the CONTRACTOR may have with the CONTRACTOR's employees. This shall include, but is not limited to charges of discrimination, harassment and discharge without just cause.

EXHIBIT D

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the

CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.