



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

June 6, 2017

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 17-00403

RE: Consider recommendations regarding a Fiscal Year (FY) 2016-2017 first amendment and FY 2017-2020 contract renewal with Southern Coast Janitorial, as follows:

- a) Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with Southern Coast Janitorial (a local vendor), to add janitorial services at the new Quality Care Management facility and to cover unanticipated special services needs for Crisis Stabilization Unit and Psychiatric Hospital Facilities, to increase the contract maximum by \$33,000.00 for a total maximum contract amount not to exceed \$168,000.00 through June 30, 2017;
- b) Approve and authorize the Chair to execute an multiyear Agreement for Services of Independent Contractor with Southern Coast Janitorial (a local vendor), for the provision of janitorial services at Behavioral Wellness facilities, for a contract maximum amount not to exceed \$137,460.00 per FY and a total contract maximum of \$412,380.00 for the period of July 1, 2017 to June 30, 2020;
- c) Determine that the County's economic interests are served by such a contract, pursuant to Government Code Section 31000, since there are not County employees available to perform these maintenance or custodial matters; and
- d) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

A motion was made by Supervisor Williams, seconded by Supervisor Wolf, that this matter be Acted on as follows:

- a) and b) **Approved and authorized; Chair to execute; and**
- c) and d) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 6, 2017
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Alice Gleghorn, PhD, Director
Director(s) Department of Behavioral Wellness, 805-681-5220
Contact Info: Ernest Thomas, Facilities Manager
Department of Behavioral Wellness, 805-681-5236

AG

SUBJECT: Behavioral Wellness – Southern Coast Janitorial FY 16-17 First Amendment and
FY 17-20 contract renewal

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with **Southern Coast Janitorial** (a local vendor), to add janitorial services at the new Quality Care Management facility and to cover unanticipated special services needs for Crisis Stabilization Unit and Psychiatric Hospital Facilities, to increase the contract maximum by \$33,000 for a total maximum contract amount not to exceed **\$168,000** through June 30, 2017.
- B. Approve and authorize the Chair to execute an multiyear Agreement for Services of Independent Contractor with **Southern Coast Janitorial** (a local vendor), for the provision of janitorial services at Behavioral Wellness facilities, for a contract maximum amount not to exceed **\$137,460** per fiscal year and a total contract maximum of **\$412,380** for the period of July 1, 2017 to June 30, 2020; and
- C. Determine that the County's economic interests are served by such a contract, pursuant to Government Code Section 31000, since there are not County employees available to perform these maintenance or custodial matters; and

- D. Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

Summary Text:

Behavioral Wellness contracts with local companies for the provision of janitorial services at various facilities throughout Santa Barbara County. The contract with Southern Coast Janitorial is being expanded for the current year FY 16-17 due to the addition of the greater number of special clean-ups needed at our Crisis Stabilization Unit (CSU) and Psychiatric Hospital Facility (PHF) in compliance with Title 9 and Title 22 regulatory requirements. In addition, in March 1, 2017 we added a Quality Care Management (QCM) site as a new facility needing ongoing janitorial services.

Approval and ratification of the recommended actions will allow Behavioral Wellness to continue to provide needed janitorial services for FY 16-17 and renew the contract for ongoing services during FY 17-20.

Background:

Southern Coast Janitorial currently provides specialty care janitorial services for the Behavioral Wellness CSU and PHF in compliance with stringent state and federal regulations. This past year Behavioral Wellness needed additional specialty clean-ups at both sites, as requested by the Behavioral Wellness Facilities Manager. Southern Coast Janitorial also provide regular janitorial services for Santa Maria Mental Health Clinics and the newly added QCM site in Goleta.

Vendors are selected based on rates, availability for our 24/7 facilities, and the ability of the vendor to perform the needed and special janitorial services for the CSU and PHF. Behavioral Wellness does not have any janitorial positions allotted in its salary model, and the cost of doing so would exceed the cost of contracting for the services. Contracting for these services provides a cost savings for the Department.

Performance Measure:

For FY 16-17, Southern Coast Janitorial provided consistent 24/7 services for PHF in accordance with State licensing requirements. They provide all required janitorial services for the Santa Maria Clinic in accordance with the contract requirements. They also provided ten (10) additional emergency clean up services between both the CSU and PHF.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

| Funding Sources | Current FY 16-17 Cost: | Annualized On-going Cost FY 17-20: | Total One-Time Project Cost |
|------------------------|-----------------------------------|---|--|
| General Fund | | | |
| State | \$ 84,000.00 | \$ 68,730.00 | |
| Federal | \$ 84,000.00 | \$ 68,730.00 | |
| Fees | | | |
| Other: | | | |
| Total | \$ 168,000.00 | \$ 137,460.00 | |

Narrative: The above referenced contract is funded by State and Federal funds. The funding sources are included in the FY 2016-2017 budget and will be included in the FY 2017-2020 budgets pending Board approval.

Key Contract Risks:

There is a risk of Medi-Cal and Medicare audit findings if janitorial services are inadequate at the CSU or the PHF to comply with Federal and State requirements.

Special Instructions:

Please return one (1) Minute Order and one (1) copy of the executed contracts to Denise Morales: dmorales@co.santa-barbara.ca.us.

Attachments:

Attachment A - Southern Coast Janitorial FY 16-17 BC AM 1

Attachment B - Southern Coast FY 16-17 BC

Attachment C - Southern Coast FY 17-20 BC

Authored By:

D. Morales/SS

AGREEMENT

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 **Southern Coast Janitorial** with an address at 133 East De La Guerra #221, Santa Barbara, CA 93101(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 continue 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

Director at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Thomas Ramirez at phone number 805-964-4993 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Director
Santa Barbara County Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To CONTRACTOR: Thomas Ramirez
Southern Coast Janitorial
133 East De La Guerra #221
Santa Barbara, CA 93101
805-967-5845

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 attached hereto and incorporated herein by reference.

AGREEMENT

4. TERM

Contractor shall commence performance on **7/1/2017** and end performance upon completion, but no later than **6/30/2020** unless otherwise directed by County or unless earlier terminated.

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 attached hereto and incorporated herein by reference.

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 the 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

AGREEMENT

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 the 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. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

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.

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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 the 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 the 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 all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than 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 the County or as part of any audit of the 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. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C 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.

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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 the 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.
- i. **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.
 - ii. **For Nonappropriation of Funds.**
 - a. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - b. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

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- c. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
- iii. **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. **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.

21. **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.

22. **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.

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23. TIME IS OF THE ESSENCE

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

24. 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.

25. 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of The Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. 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.

27. 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. 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.

28. 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.

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29. 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.

30. 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(s), 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.

31. 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.

32. 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.

33. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

34. MANDATORY DISCLOSURE.

A. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County 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 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

B. **Ownership or Controlling Interest.**

If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

AGREEMENT

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

- A. CONTRACTOR, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

36. 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 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).

AGREEMENT

This Agreement includes:

A. EXHIBIT A

- i. Exhibit A -1 – Statement of Work, Description of Duties
- ii. Attachment A – Crisis Stabilization Unit (CSU) and Psychiatric Health Facility (PHF) Cleaning Schedule
- iii. Attachment B – Quality Care Management (QCM) Goleta Cleaning Schedule
- iv. Attachment C – Santa Maria Clinic Cleaning Schedule

B. EXHIBIT B – PAYMENT ARRANGEMENTS

- i. Exhibit B-1 – Schedule of Rates

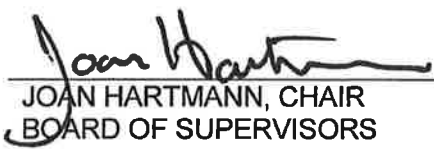
C. EXHIBIT C – Indemnification and Insurance Requirements

AGREEMENT

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Southern Coast Janitorial**.


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on **July 1, 2017**.

COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 6/7/17

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 6-8-17

CONTRACTOR:

SOUTHERN COAST JANITORIAL

By: _____
Authorized Representative
Name: _____
Title: _____
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


RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: 5/23/17 
Risk Management

AGREEMENT

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Southern Coast Janitorial**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on **July 1, 2017**.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

SOUTHERN COAST JANITORIAL

By: _____
Authorized Representative

Name: Thomas Rammer

Title: owner

Date: 5/23/17

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

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
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WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A—STATEMENT OF WORK

The Statement of Work for this Agreement consists of the following parts:

A. EXHIBIT A

- i. Exhibit A -1 – Statement of Work - Description of Duties
- ii. Attachment A – Crisis Stabilization Unit (CSU) and Psychiatric Health Facility (PHF) Cleaning Schedule
- iii. Attachment B – Quality Care Management (QCM) Goleta Cleaning Schedule
- iv. Attachment C – Santa Maria Clinic Cleaning Schedule

EXHIBIT A 1
STATEMENT OF WORK
DESCRIPTION OF DUTIES

1. **CONTRACTOR SERVICES.** Contractor shall provide janitorial services for Department of Behavioral Wellness as described below, and as further described in Attachment A, Attachment B, and Attachment C:
 - A. Sweep and mop all tile and/or vinyl floors;
 - B. Vacuum all carpeted areas;
 - C. Clean dining area, kitchen and tables;
 - D. Clean and sanitize restrooms;
 - E. Clean offices;
 - F. Empty trash containers;
 - G. Clean laundry rooms;
 - H. Clean client rooms;
 - I. Spray and buff floors when needed;
 - J. Provide detailed cleaning of base boards, overhead light fixtures, exterior overhead vents, and cleaning of harder to reach desk areas.

2. **SERVICE LOCATIONS.** Contractor shall provide janitorial services at the following locations:
 - A. Crisis Stabilization Unit (CSU), 305 Camino Del Remedio, Santa Barbara.
 - B. Psychiatric Health Facility (PHF), 315 Camino Del Remedio, Santa Barbara.
 - C. Quality Care Management (QCM), 5385 Hollister Avenue, Goleta.
 - D. Santa Maria Clinic, 500 West Foster Road, Santa Maria.

3. **HOURS/DAYS OF SERVICE.** Contractor shall provide janitorial services at the schedule and frequency described below (excluding holidays as set forth in Section 4):
 - A. Services shall be provided on site at the CSU and PHF seven days per week. Service hours shall be as follows:
 - i. Monday through Friday 8 AM to 6:30 PM with one hour lunch break;
 - ii. Saturday and Sunday 9 AM to 1:30 PM.
 - B. Services shall be provided at the QCM Goleta Location three (3) days per week.
 - C. Services shall be provided at the Santa Maria Clinic five (5) days per week.

EXHIBIT A 1
STATEMENT OF WORK
DESCRIPTION OF DUTIES

4. HOLIDAYS.

- A. CSU and PHF. Contractor shall observe Thanksgiving Day and Christmas Day holidays.
- B. QCM Goleta location and Santa Maria Clinic. Janitorial cleaning services shall not be performed on Holidays observed by County as follows:
- i. New Year's Day;
 - ii. Martin Luther King's Birthday;
 - iii. Washington's Birthday;
 - iv. Memorial Day;
 - v. Independence Day;
 - vi. Labor Day;
 - vii. Veteran's Day;
 - viii. Thanksgiving Day;
 - ix. Day after Thanksgiving Day; and
 - x. Christmas Day.

5. TRAINING OF STAFF ASSIGNED TO CSU and PHF.

- A. Contractor shall:
- i. Ensure staff receive training and/or certification in the regulatory requirements for cleaning medical offices prior to providing service under this Agreement;
 - ii. Clean the PHF and CSU in accordance with national standards of practice in addition to federal, state and local regulation;
 - iii. Incorporate into cleaning and disinfection practices guidelines and recommendations set forth by the Centers for Disease Control (CDC), Association for Professionals in Infection Prevention (APIC) and the Association for the Healthcare Environment (AHE) and Behavioral Wellness Environmental/Janitorial Services Policy and Procedure;
 - iv. Continuously train CSU and PHF staff to complete required cleaning procedures during hours when Contractor staff is not present at CSU and PHF;
 - v. Provide a copy of Contractor's training manual to Behavioral Wellness; and
 - vi. Notify Behavioral Wellness of subsequent revisions to Contractor's training manual and provide Behavioral Wellness with updated copies upon revision.

EXHIBIT A 1
STATEMENT OF WORK
DESCRIPTION OF DUTIES

6. **PERSONNEL.** Contractor will supply County PHF staff with personnel who meet the following criteria and will provide evidence of the following to County upon written request:
- A. Possess proof of:
 - i. Negative Tuberculin skin test or chest x-ray annually;
 - ii. Criminal background check(s), Live Scan fingerprinting through the California Department of Justice (DOJ) or DOJ authorized agency; and
 - iii. Drug screenings, as requested in writing.

ATTACHMENT A

CRISIS STABILIZATION UNIT AND PSYCHIATRIC HOSPITAL FACILITY CLEANING SCHEDULE

| CSU and PHF CLEANING SCHEDULE | |
|--|---------------------------------|
| <u>General Offices, Client Rooms, Entrances and Hallways</u> | <u>Service Frequency</u> |
| Empty trash and recycling receptacles. Replace liners where applicable | 7 days/week |
| Detail vacuum all carpeted areas | 7 days/week |
| Dust mop all vinyl flooring | 7 days/week |
| Clean and sanitize telephones | Weekly |
| Detail Dust –7' and under | 7 days/week |
| Detail Dust – 7' and over | Monthly |
| Dust all horizontal surfaces within normal reach | 7 days/week |
| Spot clean walls, light switches and doors | 7 days/week |
| Polish all desktops and wood surfaces | 7 days/week |
| Spot clean hand prints from doors and walls | 7 days/week |
| Spot clean carpet 7" in diameter | 7 days/week |
| Mop floors with neutral floor sanitizer | 7 days/week |
| Clean base boards | Monthly |
| Vacuum walk off mats | 7 days/week |
| Sweep outside front entrance | 7 days/week |
| Spot clean front glass doors (inside and out) | 7 days/week |
| Sweep and mop tile floors | 7 days/week |
| Dust all book cases, furniture, etc | 7 days/week |
| Spot clean chairs | As needed |

ATTACHMENT A

CRISIS STABILIZATION UNIT AND PSYCHIATRIC HOSPITAL FACILITY CLEANING SCHEDULE

| <u>Kitchen and Break Room</u> | <u>Service Frequency</u> |
|--|---------------------------------|
| Empty trash and recycling receptacles and replace liners | 7 days/week |
| Sweep and damp mop all floors | 7 days/week |
| Clean interior and exterior of microwave | 7 days/week |
| Clean and polish trans cans, stainless steel | 7 days/week |
| Clean exterior of appliances | 7 days/week |
| Spot clean doors, walls and light switches | 7 days/week |
| Clean and sanitize water dispensers | 7 days/week |
| Clean and sanitize interior of trash and recycling receptacles | Monthly |
| Clean sinks, counter tops and back splash areas | 7 days/week |
| Sanitize all eating areas, tables and chairs | 7 days/week |
| Clean refrigerator interior | Upon Request |
| <u>Restrooms and Laundry Area</u> | <u>Service Frequency</u> |
| Clean and sanitize urinals, toilets, sinks, partitions, etc. | 7 days/week |
| Sweep restroom floors and mop with germicidal cleaner | 7 days/week |
| Clean all mirrors | 7 days/week |
| Replace and fill all paper products, hand soap, liners, etc. | 7 days/week |
| Remove all smudges from partitions, doors and walls | 7 days/week |
| Clean overhead vents | 7 days/week |
| Polish all stainless steel | 7 days/week |
| Wipe down washer and dryers | 1 day/week |
| Sweep behind washer and dryer | 1 day/week |

ATTACHMENT A

CRISIS STABILIZATION UNIT AND PSYCHIATRIC HOSPITAL FACILITY CLEANING SCHEDULE

| | |
|--|---------------------------------|
| Wipe down tile over 7' | 1 day/week |
| Pour water/cleaner down drains to prevent back gas odors | 1 day/week |
| <u>Other</u> | <u>Service Frequency</u> |
| Remove spider/cobwebs from corners and edges | Bi-weekly |
| Detail cleaning of base boards and overhead light fixtures | Monthly |
| Detail cleaning under and behind desks, printers and computers | Quarterly |
| Detail cleaning of exterior overhead vents | Quarterly |
| Clean exterior front entrance | As needed |
| Other requested extra cleaning | As requested |

ATTACHMENT B
QUALITY CARE MANAGEMENT GOLETA CLEANING SCHEDULE

| QCM GOLETA CLEANING SCHEDULE | |
|--|---------------------------------|
| <u>General Offices, Conference Room, Entrances, Hallways and Modulars</u> | <u>Service Frequency</u> |
| Empty trash and recycling receptacles. Replace liners where applicable | 3 days/week |
| Vacuum all carpeted areas | 3 days/week |
| Sweep and damp mop all vinyl flooring | 3 days/week |
| Clean overhead vents | 3 days/week |
| Dust all horizontal and frames surfaces | 1 day/week |
| Clean walls, light switches, and doors | 3 days/week |
| Spot clean all desktops and wood surfaces | 1 day/week |
| Spot clean all glass doors and frames | 3 days/week |
| <u>Kitchen and Break Room</u> | <u>Service Frequency</u> |
| Empty trash and recycling receptacles and replace liners | 3 days/week |
| Sweep and damp mop all floors | 3 days/week |
| Clean interior and exterior of microwave | 3 days/week |
| Clean and polish trans cans, stainless steel | 3 days/week |
| Clean exterior of appliances | 3 days/week |
| Spot clean doors, walls and light switches | 3 days/week |
| Clean and sanitize water dispensers | 3 days/week |
| Clean and sanitize interior of trash and recycling receptacles | Monthly |
| Clean sinks, counter tops and back splash areas | 3 days/week |
| Sanitize all eating areas, tables and chairs | 3 days/week |
| Clean refrigerator interior | Upon Request |

ATTACHMENT B
QUALITY CARE MANAGEMENT GOLETA CLEANING SCHEDULE

| <u>Other</u> | <u>Service Frequency</u> |
|---|--------------------------|
| Remove spider/cobwebs from corners and edges | 3 days/week |
| Dust all base boards, overhead light fixtures, and window sills | 3 days/week |
| Clean exterior windows | Once Annually |
| Other requested extra cleaning | As requested |

**ATTACHMENT C
SANTA MARIA CLINIC CLEANING SCHEDULE**

| SANTA MARIA CLINIC CLEANING SCHEDULE | |
|--|---------------------------------|
| <u>General Offices, Conference Room, Entrances, Hallways and Modulars</u> | <u>Service Frequency</u> |
| Empty trash and recycling receptacles. Replace liners where applicable | 5 days/week |
| Detail vacuum all carpeted areas | 5 days/week |
| Dust mop all vinyl flooring | 5 days/week |
| Clean and sanitize telephones | Weekly |
| Detail Dust –7' and under | 5 days/week |
| Detail Dust – 7' and over | Monthly |
| Dust all horizontal surfaces within normal reach | 5 days/week |
| Spot clean walls, light switches and doors | 5 days/week |
| Polish all desktops and wood surfaces | 5 days/week |
| Spot clean hand prints from doors and walls | 5 days/week |
| Spot clean carpet 7" in diameter | 5 days/week |
| Clean base boards | Monthly |
| Vacuum walk off mats | 5 days/week |
| Sweep outside front entrance | 1 day/week |
| Spot clean front glass doors (inside and out) | 2 days/week |
| Sweep and mop tile floors | 5 days/week |
| Dust all book cases, furniture, etc. | 2 days/week |
| Spot clean chairs | As needed |
| <u>Kitchen and Break Room</u> | <u>Service Frequency</u> |
| Empty trash and recycling receptacles and replace liners | 5 days/week |
| Sweep and damp mop all floors | 5 days/week |

ATTACHMENT C
SANTA MARIA CLINIC CLEANING SCHEDULE

| | |
|--|---------------------------------|
| Clean interior and exterior of microwave | 5 days/week |
| Clean and polish trans cans, stainless steel | 5 days/week |
| Clean exterior of appliances | 5 days/week |
| Spot clean doors, walls and light switches | 5 days/week |
| Clean and sanitize water dispensers | 5 days/week |
| Clean and sanitize interior of trash and recycling receptacles | Monthly |
| Clean sinks, counter tops and back splash areas | 5 days/week |
| Sanitize all eating areas, tables and chairs | 5 days/week |
| Clean refrigerator interior | Upon Request |
| <u>Restrooms</u> | <u>Service Frequency</u> |
| Clean and sanitize urinals, toilets, sinks, partitions, etc. | 5 days/week |
| Sweep restroom floors and mop with germicidal cleaner | 5 days/week |
| Clean all mirrors | 5 days/week |
| Replace and fill all paper products, hand soap, liners, etc. | 5 days/week |
| Remove all smudges from partitions, doors and walls | 5 days/week |
| Clean overhead vents | 5 days/week |
| Polish all stainless steel | 5 days/week |
| <u>Other</u> | <u>Service Frequency</u> |
| Remove spider/cobwebs from corners and edges | Bi-weekly |
| Detail cleaning of base boards and overhead light fixtures | Monthly |
| Detail cleaning under and behind desks, printers and computers | Quarterly |
| Detail cleaning of exterior overhead vents | Quarterly |
| Clean exterior front entrance | As needed |
| Other requested extra cleaning | As requested |

EXHIBIT B
PAYMENT ARRANGEMENTS
COMPENSATION UPON COMPLETION (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 for special cleaning services, not to exceed **\$137,460** per fiscal year, or a maximum contract amount not to exceed **\$412,380** during the term of this agreement.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance of the services specified in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the rates as defined in **Exhibit B-1** (Schedule of Rates).
- C. Upon completion of the monthly work and special cleaning services detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to Behavioral Wellness Accounts Payable an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Exhibit B-1** Behavioral Wellness Accounts Payable 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.

Santa Barbara County Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org

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

**EXHIBIT B-1
SCHEDULE OF RATES**

| Type of Service | Billing Increment | Maximum Rate |
|---|-------------------|--|
| Janitorial Service - Crisis Stabilization Unit (CSU) | Monthly | \$780/month |
| Janitorial Service - Psychiatric Health Facility (PHF) | Monthly | \$6,450/month |
| Janitorial Service – Quality Care Management (QCM) Goleta | Monthly | \$675/month |
| Janitorial Service – Santa Maria Clinic | Monthly | \$3,550/month |
| Other Services | Upon Completion | As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice |
| TOTAL CONTRACT AMOUNT PER FISCAL YEAR NOT TO EXCEED: | | \$137,460 |
| TOTAL CONTRACT AMOUNT FY 17-20 NOT TO EXCEED: | | \$412,380 |

EXHIBIT C

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

1. 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.

2. 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.

3. 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, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. **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.
- ii. **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.
- iii. **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.

EXHIBIT C

B. Other Insurance Provisions

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

- i. **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).
- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- iv. **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.
- v. **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.
- vi. **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".
- vii. **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.

EXHIBIT C

- viii. **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.
- ix. **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.
- x. **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.