

**SECOND AMENDMENT TO THE
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

THOMAS RAMIREZ, d.b.a.
SOUTHERN COAST JANITORIAL

**SECOND AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

This is the **SECOND AMENDMENT to the AGREEMENT** for Services of Independent Contractor, referenced as BC 20-008, (Agreement) by and between the **County of Santa Barbara** (County) and **Thomas Ramirez d.b.a. Southern Coast Janitorial (Contractor)**, a local vendor, 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 referenced herein;

WHEREAS, the County Board of Supervisors (the Board) authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 20-008, on June 2, 2020 for the provision of janitorial services for a total Maximum Contract Amount not to exceed \$525,000, inclusive of \$175,000 per fiscal year (FY), for the period of July 1, 2020 through June 30, 2023;

WHEREAS, the First Amendment to the Agreement for FY 20-23, referenced as BC 20-008, increased funding by \$75,000 for FY 20-21 for sanitation services necessitated by the COVID-19 pandemic with a total Maximum Contract Amount not to exceed \$600,000, inclusive of \$250,000 for FY 20-21, \$175,000 for FY 21-22, and \$175,000 for FY 22-23, for the period of July 1, 2020 to June 30, 2023; and

WHEREAS, for fair and reasonable consideration, this Second Amendment to the Agreement for FY 20-23, referenced as BC 20-008, increases funding by \$151,440 for sanitation services necessitated by the COVID-19 pandemic with a total Maximum Contract Amount not to exceed **\$751,440**, inclusive of \$250,000 for FY 20-21, \$250,720 for FY 21-22, and \$250,720 for FY 22-23, for the period of July 1, 2020 to June 30, 2023 and incorporates the terms and conditions set forth in the Agreement, except as modified in this Second Amendment to the Agreement; and

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

I. Delete Exhibit B - Financial Provisions, Section A and replace with the following:

- 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 \$250,000 for FY 20-21, \$250,720 for FY 21-22 and \$250,720 for FY 22-23, for a maximum contract amount not to exceed **\$715,440** during the term of this Agreement.

II. Delete Exhibit B-1 – Schedule of Rates and Contract Maximum and replace with the following:

Exhibit B-1

Schedule of Rates and Contract Maximum

(Applicable to services described in Exhibit A and Attachments A, B, and C)

Type of Service FY 20-21	Maximum Rate	Annual Rate
Monthly Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Monthly Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Bi-Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Monthly Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Monthly Janitorial Service- Santa Maria (SM) Clinic	\$3,550/month	\$42,600/year
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$19,540 (max per FY) As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by Behavioral Wellness Facilities & Fiscal)
COVID-19 Detailed Sanitization Services (CSU, PHF, SM Clinic, QCM)		\$75,000
TOTAL CONTRACT AMOUNT FY 20-21 NOT TO EXCEED:		\$250,000

Type of Service FY 21-22	Maximum Rate	Annual Rate
Monthly Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Monthly Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year

*Bi-Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Monthly Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Monthly Janitorial Service- Santa Maria Clinic	\$3,550/month	\$42,600/year
CSU Detailed Sanitization Services	\$910/month	\$10,920/year
PHF Detailed Sanitization Services	\$3,600/month	\$43,200/year
Santa Maria Clinic Detailed Sanitization Services	\$1,800/month	\$21,600/year
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$19,540 (max per FY) As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by Behavioral Wellness Facilities & Fiscal)
TOTAL CONTRACT AMOUNT FY 21-22 NOT TO EXCEED:		\$250,720

Type of Service FY 22-23	Maximum Rate	Annual Rate
Monthly Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Monthly Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Bi -Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year

Monthly Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Monthly Janitorial Service- Santa Maria Clinic	\$3,550/month	\$42,600/year
CSU Detailed Sanitization Services	\$910/month	\$10,920/year
PHF Detailed Sanitization Services	\$3,600/month	\$43,200/year
Santa Maria Clinic Detailed Sanitization Services	\$1,800/month	\$21,600/year,
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$19,540 (max per FY) As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by Behavioral Wellness Facilities & Fiscal)
TOTAL CONTRACT AMOUNT FY 22-23 NOT TO EXCEED:		\$250,720
TOTAL CONTRACT AMOUNT FY 20-23 NOT TO EXCEED:		\$751,440

III. This Second Amendment to the 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 shall be preserved undestroyed, shall together constitute one and the same instrument.

IV. All other terms and conditions remain in full force and effect.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Thomas Ramirez d.b.a. Southern Coast Janitorial**.

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

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 12.7.2021

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Sheila LaGuerra*
Deputy Clerk

Date: 12-7-21

CONTRACTOR:

THOMAS RAMIREZ, D.B.A. SOUTHERN COAST JANITORIAL

By: *[Signature]*
Authorized Representative

Name: Thomas Ramirez

Title: owner

Date: 11/22/2021

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Anne Rierson*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert Gais*
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D.,
ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: *Pam Fisher*
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Manager