

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

Between

**COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS**

**AND**

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

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**STANDARD TERMS**  
**AND CONDITIONS**



### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A and ATTACHMENTS A, B, and C, attached hereto and incorporated herein by reference.

### **4. TERM**

Contractor shall commence performance on **7/1/2020** and end performance upon completion, but no later than **6/30/2023** 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(s) 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, including but not limited to exclusion from participation from federal health care programs under section

1128 or 1128A of the Social Security Act. 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 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.

Unless otherwise specified in Exhibit A or Attachments A, B, or C, 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 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.**

- A.** Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, DHCS, CMS, Department of General Services, Bureau of State Audits, HHS Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").
- B.** Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.
- C.** This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 CFR § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.

- E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F. Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 CFR 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Contractor agrees to include a similar right to Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. 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 – Standard Indemnification and Insurance Provisions 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 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.

**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.**

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

- 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(s), 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.

**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.

**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. PROCUREMENT OF RECOVERED MATERIALS.**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **33. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this award.

### **34. MANDATORY DISCLOSURE.**

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 the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

### **35. 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:

- 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.

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.

C. 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).

### **37. 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.

THIS SECTION LEFT BLANK INTENTIONALLY  
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

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 Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

**THOMAS RAMIREZ, D.B.A 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:**

BETSY M. SCHAFFER, 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: \_\_\_\_\_  
Risk Management

**SIGNATURE PAGE**

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 Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

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

By: \_\_\_\_\_  
Authorized Representative

Name: Thomas Ramirez

Title: owner

Date: 5/13/20

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, 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: \_\_\_\_\_  
Risk Management



**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – STATEMENT OF WORK**

EXHIBIT A - Statement of Work

ATTACHMENT A - Crisis Stabilization Unit and Psychiatric Hospital Facility Cleaning

ATTACHMENT B - Quality Care Management Goleta Cleaning Schedule

ATTACHMENT C - Santa Maria Clinic Cleaning Schedule

**EXHIBIT B - FINANCIAL PROVISIONS**

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximum

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

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**EXHIBIT A**  
**STATEMENT OF WORK**  
**(Janitorial Services)**

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1. **CONTRACTOR SERVICES.** Contractor shall provide janitorial services for the Department of Behavioral Wellness (Behavioral Wellness) as described below, and as further described in Attachments A, B, and C, including but not limited to:
  - 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; and
  - K. Provide emergency janitorial services at the Psychiatric Health Facility (PHF) and/or Crisis Stabilization Unit (CSU at any time outside of the days and hours of service specified in Exhibit A, Section 3 (Hours/Days of Service) upon request of the Behavioral Wellness Facilities Manager or designee.
  
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 (Holidays)):

- 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.
- D. Contractor shall make its lead janitorial staff available by phone twenty-four hours a day, seven days a week so that PHF and/or CSU staff may reach Contractor in the event emergency janitorial services are required.

**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 Contractor's staff receive training and/or certification in the federal, state, and local 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 all applicable federal, state and local laws and regulations, as may be amended;
  - iii. Incorporate into its cleaning and disinfection practices the guidelines and recommendations set forth by the Centers for Disease Control (CDC), the Association for Professionals in Infection Prevention and Epidemiology (APIC), the Association for the Healthcare Environment (AHE), and Behavioral Wellness Environmental/Janitorial Services Policy and Procedure, as may be amended;
  - 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 and its janitorial services policies and procedures manual annually to Behavioral Wellness; and
  - vi. Notify Behavioral Wellness of subsequent revisions to Contractor's training manual and/or its janitorial services policies and procedures manual and provide Behavioral Wellness with updated copies of the manual(s) upon revision.
6. **PERSONNEL.** Contractor shall employ personnel who meet the following criteria and shall possess documentary evidence, and provide such documentary evidence to County upon County's request, of the following:
- A. Negative Tuberculin skin test or chest x-ray taken annually;
  - B. Criminal background check(s) by Live Scan fingerprinting through the California Department of Justice (DOJ) or a DOJ authorized vendor taken pre-employment and upon written request of Behavioral Wellness; and
  - C. Negative drug screening(s) taken pre-employment and upon written request of Behavioral Wellness.

**ATTACHMENT A**

**CRISIS STABILIZATION UNIT AND PSYCHIATRIC HOSPITAL FACILITY CLEANING SCHEDULE**

<b>CSU and PHF CLEANING SCHEDULE</b>	
<b><u>General Offices, Client Rooms, Entrances and Hallways</u></b>	<b><u>Service Frequency</u></b>
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**

<b><u>Kitchen and Break Room</u></b>	<b><u>Service Frequency</u></b>
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
<b><u>Restrooms and Laundry Area</u></b>	
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

**ATTACHMENT A**

**CRISIS STABILIZATION UNIT AND PSYCHIATRIC HOSPITAL FACILITY CLEANING SCHEDULE**

Sweep behind washer and dryer	1 day/week
Wipe down tile over 7'	1 day/week
Pour water/cleaner down drains to prevent back gas odors	1 day/week
<b><u>Other</u></b>	<b><u>Service Frequency</u></b>
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	Upon request of County
Other requested extra cleaning including, but not limited to, the provision of emergency janitorial services as described in Exhibit, A Section 1	Upon County's request
<b><u>*Additional Specialty Services:</u></b>	<b><u>Service Frequency</u></b>
Clean metal screens	Upon County's request
Detail kitchen cabinets inside and out	Upon County's Request
Detail interior windows and frames	Upon County's request
Detail metal door area	Upon County's request
Disinfect client rooms	Upon County's request
Steam clean carpets	Upon County's request

**ATTACHMENT B**  
**QUALITY CARE MANAGEMENT GOLETA CLEANING SCHEDULE**

<b>QCM GOLETA CLEANING SCHEDULE</b>	
<b><u>General Offices, Conference Room, Entrances, Hallways and Modulars</u></b>	<b><u>Service Frequency</u></b>
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
<b><u>Kitchen and Break Room</u></b>	<b><u>Service Frequency</u></b>
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 County's 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	Annually
Other requested extra cleaning	Upon County's request

**ATTACHMENT C  
SANTA MARIA CLINIC CLEANING SCHEDULE**

<b>SANTA MARIA CLINIC CLEANING SCHEDULE</b>	
<b><u>General Offices, Conference Room, Entrances, Hallways and Modulars</u></b>	<b><u>Service Frequency</u></b>
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	Upon County’s request

**ATTACHMENT C  
SANTA MARIA CLINIC CLEANING SCHEDULE**

<b><u>Kitchen and Break Room</u></b>	<b><u>Service Frequency</u></b>
Empty trash and recycling receptacles and replace liners	5 days/week
Sweep and damp mop all floors	5 days/week
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 County's request
<b><u>Restrooms</u></b>	
	<b><u>Service Frequency</u></b>
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
<b><u>Other</u></b>	
	<b><u>Service Frequency</u></b>

**ATTACHMENT C**  
**SANTA MARIA CLINIC CLEANING SCHEDULE**

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	Upon County's request
Other requested extra cleaning	Upon County's request

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount including, but not limited to, cost reimbursement for special cleaning services, not to exceed **\$175,000** per fiscal year, or a maximum contract amount not to exceed **\$525,000** 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** and **ATTACHMENTS A, B, and C** 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 work detailed in **EXHIBIT A** and **ATTACHMENTS A, B, and C** 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.

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**EXHIBIT B-1****SCHEDULE OF RATES AND CONTRACT MAXIMUM**

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

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<b>Type of Service</b>	<b>Billing Increment</b>	<b>Maximum Rate</b>
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 described in Exhibit A and Attachments A, B, and C)	Upon Completion	As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice
<b>TOTAL CONTRACT AMOUNT PER FISCAL YEAR NOT TO EXCEED:</b>		<b>\$175,000</b>
<b>TOTAL CONTRACT AMOUNT FY 20-23 NOT TO EXCEED:</b>		<b>\$525,000</b>

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**



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## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS (For Service Contracts Not Requiring Professional Liability Insurance)

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#### 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.

**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.

- 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.