



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: County Parks
Department No.: 052
For Agenda Of: October 26, 2010
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Thomas D. Fayram, Interim Director of Parks (805) 568-2461
Director(s)
Contact Info: Erik Axelson, South County Deputy Director (805) 681-5651

SUBJECT: South County Public Building Landscape Maintenance

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 a contract to maintain landscapes of certain public buildings located in the South County area; and
- B) Authorize the department to negotiate and execute a contract not exceeding \$90,000 for this purpose.

Summary Text:

Over time, County Parks had been invested with responsibility for maintaining the landscapes adjacent to certain public buildings. When the department boasted a larger staff, public building landscape maintenance may have been an appropriate adjunct to its core mission of operating and maintaining parks, open spaces, beach accesses and trails. In recent years, however, with a reduction in field staff through out the department, landscape maintenance at public buildings has become less tenable.

In 1999, the North County division began contracting out landscape maintenance at public buildings, beginning with the Betteravia Center. North County allocated funding from vacant staff positions to pay for the contracts, resulting in overall savings for the department and improved landscape maintenance service at the contracted public buildings. No layoffs of County Park's staff resulted from this change.

South County currently provides landscape maintenance services for the Calle Real campus, Juvenile Hall, and several public buildings located in downtown Santa Barbara. Particularly in the wake of four

retirements of field staff within the past year, providing these services has become a diversion from our core mission. In addition, some tenants of the public buildings the department services have requested enhanced maintenance services that Parks is ill-equipped to provide with current staffing levels.

In Spring 2010, County Parks informally solicited four proposals from landscape maintenance firms to provide these services. The lowest responsible bid from Cicileo Landscapes, Inc., a local vendor, totaled \$90,000. Two FTEs had been allocated to public building landscape maintenance in South County. County Parks proposes to fund this shift to contracted services by assigning the salary and benefits cost (\$90,000) from one vacant Park Ranger II position to this contract. A second vacant Ranger II position would remain unfilled, yielding an annual savings of \$90,000.

Current Ranger II staff performing these services would be reassigned to higher quality work in trails maintenance, park operations, and beach maintenance. This shift would realign our staff with the department's core mission. The change to a private contractor ought to result in more focused and improved building landscape maintenance.

Contractors that perform Landscape Services on County Property will follow the same process and goals as directed in the County's Integrated Pesticide Management Plan (IPM). Likewise, County initiatives for Recycling and Water Conservation will be addressed by any contractor performing this work for the County.

The grounds of the Santa Barbara County Courthouse, as a public park, would continue to be maintained by County Parks Rangers.

County Parks has met and conferred about this proposed shift with SEIU Local 620, as required by County policy and the MOU with Local 620. The department's experience with a similar shift to contracted services in North County has been positive. Landscape maintenance services have been of superior quality, and the reassigned County Parks Rangers have thrived in performing tasks more closely related to the department's core mission. We anticipate a similar experience in South County.

Performance Measure:

This proposal embraces the County's mission statement of providing Accountable, Customer-focused, and Efficient services. In particular, greater efficiencies and consistent levels of service for public building landscape maintenance are very likely. In addition to the improved outdoor environment for the employees working in these public buildings, public visitors should also notice a higher level of service, at both County public buildings and Parks.

Fiscal and Facilities Impacts:

Budgeted: Yes.

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$ 180,000.00	\$ 90,000.00	
State			
Federal			
Fees			
Other:			
Total	\$ 180,000.00	\$ 90,000.00	\$ -

Narrative:

The proposed shift to contracted landscape maintenance services is projected to save \$90,000 over current operating costs with no loss of current staff positions.

Staffing Impacts:

This contract is funded from vacancy savings and will not result in the layoff of any staff. Current Ranger II staff performing these services would be reassigned to higher quality work in trails maintenance, park operations, and beach maintenance.

Attachments:

Attachment 1 - Building Landscape Maintenance Contract

Authored by: Erik Axelson, South County Deputy Director

ATTACHMENT 1



PO BOX 60912 • SANTA BARBARA • CA • 93160 FAX (805) 967-7910 PH (805) 967-3939 TOLL FREE (866) CICILEO

PROPOSAL FOR LANDSCAPE MAINTENANCE

October 7, 2010

This proposal for statement of work is made by and between:

Santa Barbara County Parks
C/o: Sue Spencer – Park Ranger III
4568 Calle Real, Bldg. E
Santa Barbara, CA 93110
(805) 681-5652 Fax (805) 681-5657
E-Mail: sspence@co.santa-barbara.ca.us; axelson@co.santa-barbara.ca.us

Re: The Following Properties

- **Santa Barbara Public Buildings and Parking Lots**
- **Public Health Buildings**
- **Santa Barbara County Juvenile Hall & County Animal Shelter**

Hereinafter referred to as "CLIENT", and

Cicileo Landscapes, Inc.
P.O. Box 60912
Santa Barbara, CA 93160-0912

Hereinafter referred to as "CONTRACTOR".

The CLIENT and CONTRACTOR agree to **Santa Barbara County Standard Terms & Conditions for Independent Contractors** and as follows:

1. **SANTA BARBARA PUBLIC BUILDINGS & PARKING LOTS:**

CONTRACTOR shall, as an independent contractor, furnish all labor, **basic materials, organic mulch or woodchips**, and equipment necessary to perform and complete the work described below to the satisfaction of the CLIENT or their designated representative.

A) - **Re: Engineering Building & Parking Lot – Anapamu St.** CONTRACTOR shall provide a total of: **SIX (6) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

B) - **Re: County Administration Building & Parking Lot – 1226 Anacapa St.** CONTRACTOR shall provide a total of: **EIGHT (8) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

C) - **Re: McDonald Building & Parking Lot – 105 E. Anapamu St.** CONTRACTOR shall provide a total of: **TWO (2) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

D) - **Re: Naomi Schwartz Building – 130 E. Victoria.** CONTRACTOR shall provide a total of: **TWO (2) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

E) - **Re: D.A. Building, Parking Lot, & Balcony – 1112 Santa Barbara St.** CONTRACTOR shall provide a total of: **TWO (2) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

F) - Re: Santa Barbara Street to Garden Street Parking Lot- 1000 Block of Santa Barbara St. CONTRACTOR shall provide a total of: **THREE (3) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

G) - Re: Probation Department - 117 E. Carrillo St. CONTRACTOR shall provide a total of: **THREE (3) man hours a week, plus supervision**, to ensure the basic completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects above and beyond basic maintenance, or additional clean-up time may be needed during the more rapid growing times of the year.

PUBLIC HEALTH BUILDINGS:

CONTRACTOR shall, as an independent contractor, furnish **all labor, basic materials, organic mulch or woodchips, and equipment** necessary to perform and complete the work described below to the satisfaction of the CLIENT or their designated representative for each of the following properties:

- Building 1 – 300 N. San Antonio Road, includes parking lot.
 - 2 hours per week or 4 hours every other week.
- Building 3 – 315 Camino Del Remedio, includes Health Care Services Parking Lot, 427 Archives building & trailer, and UCSB Co-Op Extension.
 - 12 hours per week.
- Building 4 – 345 Camino Del Remedio, includes back parking lot for Mental Health, upper parking lot, and excludes the Women's Shelter.
 - 12 hours per week.
- Building 6 – Casa Del Mural, includes parking lot in front, around building, medium, backside, and along the roadway.
 - 2 hours per week, or 4 hours every other week.
- Buildings 11, 12, 12a – 225, 263, 267 Camino Del Remedio, includes parking lot, parking medium along Caminos Del Remedio and Calle Real, and the hillside behind and above Building 12 and 12a.
 - 2 hours per week or 4 hours every other week.
- Buildings 14 – 4444 Calle Real, includes parking lot.
 - 4 hours per week, or 8 hours every other week.
- Buildings 16 – Social Services, 234 Camino Del Remedio.
 - 6 hours per week

SANTA BARBARA COUNTY JUVENILE HALL & ANIMAL SHELTER:

CONTRACTOR shall, as an independent contractor, furnish all labor, basic materials, organic mulch or woodchips, and equipment necessary to perform and complete the work described below to the satisfaction of the CLIENT or their designated representative for each of the following properties:

- Santa Barbara Juvenile Hall – 4500 Hollister Avenue, Santa Barbara, CA 93110, includes parking lot, driveway, and entrance.
 - 3 hours every week, or 6 hours every other week.
 - Santa Barbara County Stray Animal Shelter, 5473 Overpass Road, Santa Barbara, CA 93111.
 - 3 hours every week, or 6 hours every other week.
2. The CLIENT shall pay the CONTRACTOR the sum of **\$7,500.00 (Seven Thousand Five Hundred Dollars)** per month as full compensation for the performance of the work contemplated and embraced in this agreement. CONTRACTOR warrants that performance under this agreement shall be completed by personnel having adequate training, skill and experience for the particular work, plus supervision. **This contract begins at adoption, by the Board of Supervisors, October 19, 2010 through June 30th, 2011.**
3. CONTRACTOR may use employees, agents and subcontractors for required services, in conformity with the terms and restrictions of this agreement. CONTRACTOR shall be responsible to obtain and employ a level of skill and experience in such services as necessary to maintain the standard of performance required by CLIENT.
4. CONTRACTOR shall be responsible for filing such state and federal earning statements and pay such taxes as may be required resulting from earnings under this contract.
5. CONTRACTOR shall defend, indemnify and save harmless the CLIENT, their officers, agents, and members from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments, or liabilities arising out of this agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission on the part of the CONTRACTOR, his agents, or employees, or others, directly responsible to him, except those claims, demands, costs, damages, expenses (including attorneys' fees), judgments, or liabilities resulting solely from the negligence or willful misconduct of the CLIENT or any designated representative.

In any action to enforce the terms of this agreement the prevailing party will be entitled to recover reasonable attorney fees and costs.

6. CONTRACTOR shall procure and maintain required insurance coverage and contractor licenses. CONTRACTOR shall provide CLIENT or their agent if any, with certificates of insurance evidencing such required coverage upon request.
7. This agreement is binding upon and shall insure to the benefit of the CLIENT, as well as the CONTRACTOR. Neither the CONTRACTOR nor the CLIENT shall assign or transfer their interest in this agreement without the prior written approval of the other. CONTRACTOR shall use no personnel that have been disapproved of by the CLIENT, to provide any services under this agreement.
8. CONTRACTOR shall submit to the CLIENT a monthly statement for services rendered during that month. *(An invoice will be mailed to you by approximately the first of each month for services rendered the prior month. Payments are due upon receipt of your invoice and/or statement, but no later than the tenth day of the month following service). A service charge of 1 ½ % per month but not to exceed the highest amount lawfully allowed by the state, will be made on all past due accounts.*
9. CONTRACTOR agrees to perform the following:
 - A. Irrigation systems will be utilized to ensure efficient use of water throughout the year.
 - B. Grounds shall be kept free of weeds as possible by pulling, hoeing, cultivation and/or the use of weed killers and pre-emergence. Basic materials will be included in this contract.
 - C. Bare areas or un-landscaped portions of each facility will be mulched using either organic woodchips or tree chippings, as the material becomes available, and will be distributed within the maintenance time.
 - D. All ground cover, shrub areas and planted areas will be cultivated if necessary to keep the areas free of weeds as possible and promote vigorous plant growth.
 - E. All driveways, walkways, trash areas and parking areas, excluding the Garden Street asphalt and parking lot, will be kept as free of debris as possible by the landscape maintenance operation. CONTRACTOR AGREES THAT WATER WILL NOT BE USED FOR THESE PURPOSES, unless authorized by managing agent or property owner.
 - F. Lawns will be mowed and edged to maintain an aesthetically pleasing appearance, while maintaining healthy, vigorous growth. Cutting height will be adjusted by season. Reseeding or sodding of lawns will be provided as an extra to this contract, upon request.

- G. All shrubs and ground cover will be pruned, edged and kept away from buildings and other shrubs and trees.
- H. Drains and swales will be cleaned, cleared and reworked as necessary to provide uninterrupted water flow.
- I. Stakes will be removed as necessary to prevent damage to trees and aid in the development of root growth. Trees will be staked upon request as an extra to this contract.
- J. All debris generated by the landscape maintenance operation will be removed each service day. Green cans on premises will be used and excess will be hauled away if applicable.
- K. Irrigation systems will be checked regularly. Minor repairs to the irrigation system such as broken risers and drip emitters, clogged sprinklers, and minor breaks in the lateral lines will be completed promptly and are included in this contract. All other repairs such as valves, timers, wiring, and mainline will be billed as an extra to this contract or the proper Santa Barbara County Parks Department will be notified should any repairs be necessary.
- L. All lawns, shrubs, plantings and ground covers will be fertilized every other month. Basic materials will be included in this contract.
- M. Basic chemicals such as pesticides, herbicides, snail bait, gopher traps, gopher bait or other materials will be utilized as needed, and usage will be within strict accordance of the written instructions for the use of such materials. Basic materials will be included in this contract.
- N. CONTRACTOR will operate manual sprinklers and/or drip systems each visit to help provide irrigation of non-automated landscape areas if applicable.
- O. Rain days will be made up the next available clear day or they will be banked for maintenance projects. Rain days may not be credited.
- P. CLIENT will be responsible in the event that a rodent problem arises; proper rodent control methods shall be implemented to ensure a healthy environment by CLIENT, or however preferred.

- Q. Trees, shrubs and hedges up to 12' feet will be trimmed as needed. to develop and maintain acceptable structure. Trees, shrubs, and hedges over 12' feet will be pruned upon request as an extra to this contract.
11. CONTRACTOR agrees to meet at any time with CLIENT or their agent to review work programs, make decisions pertaining to design or replacement of plant materials in any area where necessary, make recommendations for tree work, and/or provide suggestions for alternative plantings in problem areas. CONTRACTOR suggests at least an every-other-month, if not monthly, walkthrough of each property to ensure the job is to the satisfaction of the CLIENT or AGENT.
 12. CONTRACTOR will provide a written or verbally agreed upon proposal for any extra projects that are not included within the scope of this maintenance contract, or if requested, CONTRACTOR will provide service on a time and materials basis.
 13. CONTRACTOR will receive and take direction only from the CLIENT or their representative, **including the capability to accept on-line invoices, work orders, and maintain electronic records.**

Termination by either party requires a written notice 60 days in advance



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/our"), by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or subcontractors. Your signature means you've read and accepted these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
- 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain these records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you, except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.
 - 10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.
 - 10.2. **General and Automobile Liability Insurance.** Your general liability insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the indemnification Section(s) of this Agreement between you and the County. The automobile liability insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the County has been added as an additional insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory." If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract. The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.

12. **COMPLIANT COVERAGE.** In the event the you are not able to comply with the our Insurance requirements, the County may, at its sole discretion and at the your expense, provide compliant coverage.
13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of Insurance are at all times available in the Purchasing office as a condition precedent to any payment by County under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.
14. **PERIODIC REVIEW OF INSURANCE.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the County or litigation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.
- 18.1. **Work in Progress.** Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 18.2. **Payment.** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not effect any right or remedy which we may have in law or equity.
19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. Failure to comply may result in your vehicle being ticketed or towed without notice. Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2550). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.
23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

Our operators are under your instruction and will make every effort to protect and avoid damage to underground utilities, but we will assume no responsibility for damages, where not exposed, by the customer.

Cicileo Landscapes, Inc. is a member in good standing, of:

The California Landscape Contractors Board

Green Gardener Certification Program

The Santa Barbara Better Business Bureau

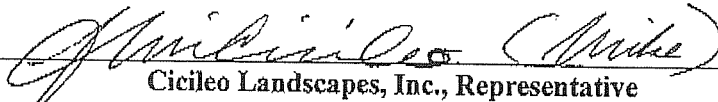
The California Landscape Contractors Association

Cicileo Landscapes, Inc. is fully insured by:

Delos Insurance Company (Workman's Compensation)

Nationwide Mutual Insurance Company (Auto)

Saint Paul Mercury Insurance Company (General Liability)


Cicileo Landscapes, Inc., Representative

P.O. Box 60912

Santa Barbara, CA 93160

State Landscape Contractor's License #C27-518485

General Contractor's License #B1-518485

CA Dept. of Pesticide Regulation Qualified Applicator's License #118486

Oct. 7 2010

Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in this landscape proposal (pages 1 to 8), and according to the terms thereof, I/we have read and agree to the provisions contained in this proposal, and in attachments hereto.

Signature

Date

