



**County of Santa Barbara
BOARD OF SUPERVISORS**

Minute Order

October 15, 2019

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

BEHAVIORAL WELLNESS

File Reference No. 19-00874

RE: Consider recommendations regarding a Second Amendment to the agreement with Thomas D. Ramirez d.b.a. Southern Coast Janitorial, Fiscal Year (FY) 2017-2020, as follows:

a) Approve, ratify, and authorize the Chair to execute a Second Amended Agreement for Services of Independent Contractor with Thomas D. Ramirez d.b.a. Southern Coast Janitorial (a local vendor) to increase the contract amount by \$100,000.00, to reallocate FY 2019-2020 funds to FYs 2017-2018 and 2018-2019 as a result of unanticipated need for emergency services and supplies beyond the initial contract maximum, and to add specialty cleaning services to meet Federal and State regulatory compliance, for a total contract maximum not to exceed \$512,380.00 for the period of July 1, 2017 to June 30, 2020;

b) Determine that the County's economic interests are served by such a contract, pursuant to Government Code Section 31000, since there are not County employees available to perform these maintenance or custodial matters; and

c) Determine that the above actions are government fiscal activities that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(4) of the California Environmental Quality Act (CEQA) guidelines.

A motion was made by Supervisor Hartmann, seconded by Supervisor Hart, that this matter be acted on as follows:

a) Approved, ratified and authorized; Chair to execute; and

b) and c) Approved.

The motion carried by the following vote:

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



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

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

2019 OCT -3 PM 4: 22
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: October 15, 2019
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

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

SUBJECT: Behavioral Wellness – Thomas D. Ramirez d.b.a. Southern Coast Janitorial FY 17-20 Second Amended Agreement

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a Second Amended Agreement for Services of Independent Contractor with **Thomas D. Ramirez d.b.a. Southern Coast Janitorial** (a local vendor) to increase the contract amount by **\$100,000**, to reallocate FY 19-20 funds to FYs 17-18 and 18-19 as a result of unanticipated need for emergency services and supplies beyond the initial contract maximum, and to add specialty cleaning services to meet Federal and State regulatory compliance, for a total contract maximum not to exceed **\$512,380** for the period of July 1, 2017 to June 30, 2020;
- B. Determine that the County’s economic interests are served by such a contract, pursuant to Government Code Section 31000, since there are not County employees available to perform these maintenance or custodial matters; and
- C. Determine that the above actions are government fiscal activities that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(4) of the California Environmental Quality Act (CEQA) guidelines.

Summary Text:

Behavioral Wellness (BeWell) contracts with local companies for the provision of janitorial services at various facilities throughout Santa Barbara County. During the term of this Agreement, the Contractor, at the request of the County, will provide a greater number of unanticipated specialty cleaning services at the Psychiatric Health Facility (PHF) and the Crisis Stabilization Unit (CSU) to meet State and Federal regulatory requirements than originally contemplated, and will incur total expenses beyond the current Contract Maximum. This Second Amended Agreement requests that the Board of Supervisors increase the contract amount by \$100,000 and ratify the reallocation of FY 19-20 funds to FYs 17-18 and 18-19. Approval of the recommended actions will allow BeWell to meet compliance for federal and state regulations.

Background:

Southern Coast Janitorial currently provides specialty care janitorial services for the BeWell CSU and PHF in compliance with stringent state and federal regulations. The services provided at both the CSU and PHF are vital and it is essential that the Contractor be available to provide these services upon emergency on a 24/7 basis. They also provide general janitorial services for Mental Health Clinics located in Santa Maria and the Quality Care Management (QCM) site in Goleta. Over the past several years, BeWell needed additional specialty clean-ups at both the CSU and PHF sites, due to emergent and emergency need for janitorial services and to respond to regulatory compliance audits. To cover the increased need for specialty care emergency services during FY 17-18 and FY 18-19, BeWell reallocated funds from FY 19-20. The increased funding requested in this second amended agreement will cover the increase of those unanticipated services from FYs 17-19, replace the reallocated funds from FY 19-20 to FY 17-19, and cover the remaining costs for FY 19-20.

Performance Measure:

For FY 18-19, Southern Coast Janitorial provided consistent 24/7 services to the PHF in accordance with State and Federal licensing requirements. They provide all required janitorial services for the Santa Maria Clinic and QCM site in accordance with the contract requirements. They also provided additional emergency clean up services at both the CSU and the PHF upon request.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	FY 17-18 Cost:	FY 18-19 Cost:	FY 19-20 Cost:	Total for FY 17-20
General Fund				
State	\$ 90,044	\$ 82,038	\$ 84,107.50	
Federal	\$ 90,044	\$ 82,038	\$ 84,107.50	
Fees				
Other:				
Total	\$ 180,089	\$ 164,076	\$ 168,215	\$ 512,380

Narrative: The above referenced contract is funded by State and Federal funds. Funding for this item was approved in the FY 2019-2020 budget.

Key Contract Risks:

There is a risk of Medi-Cal and Medicare audit findings if janitorial services are inadequate at the CSU or the PHF to comply with Federal and State requirements. However, the risk is mitigated through this contract by requiring Contractor to provide scheduled and 24-7 janitorial emergency services upon request that meet regulatory standards.

Special Instructions:

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

Attachments:

Attachment A: Southern Coast FY 17-20 BC 18-008 AM2
Attachment B: Southern Coast FY 17-20 BC 18-008 AM1
Attachment C: Southern Coast FY 17-20 BC 18-008

Authored By:

D. Morales

**SECOND AMENDED
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

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

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

THIS SECOND AMENDMENT to the AGREEMENT for Services of Independent Contractor, referenced as BC 18-008, by and between the **County of Santa Barbara** (County) and **Thomas D. Ramirez d.b.a. Southern Coast Janitorial**, a local vendor (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor with Southern Coast Janitorial, referred to as BC 18-008, on June 6, 2017 for the provision of janitorial services, for a total Maximum Contract Amount not to exceed **\$412,380**, inclusive of \$137,460 per fiscal year, and authorized a First Amendment to the Agreement on June 25, 2017 to add enhanced language to improve service delivery after hours, during weekends, and holidays, with no change to the total contract maximum for the period of July 1, 2017 to June 30, 2020;

WHEREAS, this Second Amendment to the Agreement adds \$100,000 to FY 19-20 due to reallocation of FY 19-20 funds to FY 17-18 and FY 18-19 as a result of unanticipated need for emergency services and supplies for the Crisis Stabilization Unit and Psychiatric Hospital Facility (PHF) and also due to unanticipated additional specialty services needed at the PHF and CSU to meet state and federal regulatory audit compliance for FY 19-20 with a total contract maximum not to exceed **\$512,380**, inclusive of \$180,089 for FY 17-18, \$164,076 for FY 18-19 and \$168,215 for FY 19-20 for the period of July 1, 2017 to June 30, 2020; and

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

I. Delete Agreement Pages 1-9 and replace with the following:

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Thomas Ramirez at phone number 805-964-4993 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:	Director Santa Barbara County Department of Behavioral Wellness 300 N. San Antonio Road Santa Barbara, CA 93110 FAX: 805-681-5262
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To Contractor: Thomas D. Ramirez
Southern Coast Janitorial
133 De La Guerra St. #122
Santa Barbara, CA 93101
Phone: 805-964-4993

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

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

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

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, 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. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

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 the Attachments, 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

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

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

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – 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, 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. MANDATORY DISCLOSURE

A. Violations of Criminal Law. Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

B. Ownership or Controlling Interest.

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

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

- A. CONTRACTOR, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
 3. 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.
 4. 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.

35. 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.

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 Contractor itself, a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

37. 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.

38. 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.

II. Delete Exhibit B - Payment Arrangements, Section A and replace with the following:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements for special cleaning services, not to exceed \$180,089 for FY 17-18, \$164,076 for FY 18-19 and \$168,215 for FY 19-20, for a maximum contract amount not to exceed **\$512,380** during the term of this agreement.

III. Add the following to Attachment A - Crisis Stabilization Unit and Psychiatric Facility Cleaning Schedule:

<u>*Additional Specialty Services:</u>	<u>Service Frequency</u>
Clean metal screens	As needed and requested by the County
Detail kitchen cabinets inside and out	As needed and requested by the County
Detail interior windows and frames	As needed and requested by the County
Detail metal door area	As needed and requested by the County
Disinfect client rooms	As needed and requested by the County
Steam clean carpets	As needed and requested by the County

IV. Add Exhibit B1 – Schedule of Rates with the following:

Exhibit B-1

Schedule of Rate and Contract Maximum

Type of Service FY 17-18	Billing Increment	Maximum Rate
Janitorial Service - Crisis Stabilization Unit (CSU)	Monthly	\$780/month
Janitorial Service - Psychiatric Health Facility (PHF)	Monthly	\$6,450/month
Janitorial Service – Quality Care Management (QCM) Goleta	Monthly	\$675/month
Janitorial Service – Santa Maria Clinic	Monthly	\$3,550/month
Other Services	Upon Completion	As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor’s invoice
TOTAL CONTRACT AMOUNT NOT TO EXCEED FY 17-18:		\$180,089

Type of Service FY 18-19	Billing Increment	Maximum Rate
Janitorial Service - Crisis Stabilization Unit (CSU)	Monthly	\$780/month
Janitorial Service - Psychiatric Health Facility (PHF)	Monthly	\$6,450/month
Janitorial Service – Quality Care Management (QCM) Goleta	Monthly	\$675/month
Janitorial Service – Santa Maria Clinic	Monthly	\$3,550/month
Other Specialty Services	Upon Completion	As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor’s invoice
TOTAL CONTRACT AMOUNT NOT TO EXCEED FY 18-19:		\$164,076

Type of Service FY 19-20	Maximum Rate	Annual Rate
Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Additional Specialty Services- State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Janitorial Service- Santa Maria Clinic & Modulars 500 Foster Rd	\$3,550/month	\$42,600/year
Emergency or Other Specialty Services as needed and Requested by BWell)		\$12,755(max per FY) (Services must be pre-approved by Facilities & Fiscal)
TOTAL CONTRACT AMOUNT FY 19-20 NOT TO EXCEED:		\$168,215
TOTAL CONTRACT AMOUNT FY 17-20 NOT TO EXCEED:		\$512,380

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

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Second Amended Agreement for Services of Independent Contractor between the County of Santa Barbara and Thomas D. Ramirez, d.b.a. Southern Coast Janitorial.

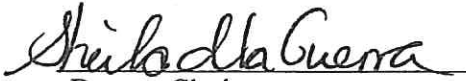
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: 10-15-19

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 10-15-19

CONTRACTOR:

THOMAS D. 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

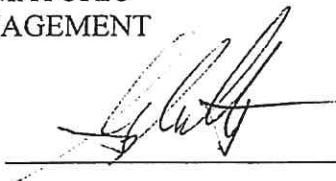
RECOMMENDED FOR APPROVAL:

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

By: 

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: 

SIGNATURE PAGE

Second Amended Agreement for Services of Independent Contractor between the County of Santa Barbara and Thomas D. 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: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

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

By: _____

Authorized Representative
Name: Thomas Ramirez
Title: Owner
Date: 10-3-19

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: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____