



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order

November 10, 2020

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

BEHAVIORAL WELLNESS

File Reference No. 20-00849

**RE:** Consider recommendations regarding the first amendment to an agreement with Thomas Ramirez d.b.a. Southern Coast Janitorial, Fiscal Years (FYs) 2020-2023, as follows:

a) Approve, ratify, and authorize the Chair to execute a first amended agreement for services of independent contractor with Thomas Ramirez d.b.a. Southern Coast Janitorial (a local vendor) for FYs 2020-2023 to increase the contract amount by \$75,000.00 for furnishing additional detailed sanitation cleaning services at Behavioral Wellness clinics necessitated by the COVID-19 pandemic in FY 2020-2021, with a total Maximum Contract Amount not to exceed \$600,000.00, inclusive of \$250,000.00 for FY 2020-2021, \$175,000.00 for FY 2021-2022, and \$175,000.00 for FY 2022-2023, for the period of July 1, 2020 to June 30, 2023;

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 or funding mechanisms, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**A motion was made by Supervisor Hartmann, seconded by Supervisor Williams, 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

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

BETWEEN

COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

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



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

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

Department Name: Behavioral Wellness  
Department No.: 043  
For Agenda Of: November 10, 2020  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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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 Ramirez d.b.a. Southern Coast Janitorial FY 20-23 First Amended Agreement**

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a First Amended Agreement for Services of Independent Contractor with **Thomas Ramirez d.b.a. Southern Coast Janitorial** (a local vendor) for FY 20-23 to increase the contract amount by **\$75,000** for furnishing additional detailed sanitation cleaning services at Behavioral Wellness clinics necessitated by the COVID-19 pandemic in FY 20-21, with a total Maximum Contract Amount not to exceed **\$600,000**, inclusive of \$250,000 for FY 20-21, \$175,000 for FY 21-22, and \$175,000 for FY 22-23, for the period of July 1, 2020 to June 30, 2023; and
- 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 or funding mechanisms, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**Summary Text:**

The Department of Behavioral Wellness (BeWell) contracts with local companies for the provision of janitorial services at various facilities throughout Santa Barbara County. During fiscal year (FY) 20-21, and at BeWell’s request, Southern Coast Janitorial will need to provide a greater extent of sanitation services. Due to an oversight, these services were not accounted for in the agreement approved by the Board of Supervisors (BOS) on June 2, 2020 and, in result, will require more funding to fulfill payment until the end of the fiscal year. Approval of the recommended actions will allow BeWell to receive and pay for necessary additional services.

**Background:**

Southern Coast Janitorial (Contractor) currently provides specialty care janitorial services for BeWell at the Crisis Stabilization Unit (CSU) and the Psychiatric Hospital Facility (PHF) in compliance with stringent state and federal regulations. The services provided at both the CSU and the PHF are vital and the Contractor is required to be available to provide these services upon emergency on a 24/7 basis. The Contractor also provides general janitorial services for Mental Health Clinics located in Santa Maria and the Quality Care Management (QCM) site in Goleta. During the COVID-19 pandemic, the Contractor’s services have become even more essential in ensuring these facilities are properly sanitized and disinfected to meet health and safety guidelines. In order to comply with audit requirements, the addition of Bi-Weekly Terminal Schedule services has been added as well to the agreement to ensure State and Federal required detailed cleaning services at PHF and CSU are being carried out. Due to an oversight, these services were not accounted for in the agreement approved by the (BOS) on June 2, 2020 resulting in expenses for FY 20-21 beyond the contract maximum previously approved by the BOS. The increased funding requested in this First Amended Agreement will cover the cleaning and sanitation services needed in FY 20-21.

**Performance Measure:**

For FY 20-21, Southern Coast Janitorial continues to provide consistent, twenty-four-hour services to the PHF in accordance with state and federal licensing requirements. The contractor provides all required janitorial services for the Mental Health Clinics in Santa Maria and the QCM site in Goleta in accordance with the contract requirements. The contractor also provides additional, emergency clean-up services at both the CSU and the PHF upon request.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b>Funding Sources</b>	<b>FY 20-21 Cost:</b>	<b>FY 21-22 Cost:</b>	<b>FY 22-23 Cost:</b>	<b>Total for FY 20-23</b>
General Fund				
State	\$ 125,000	\$ 87,500	\$ 87,500.00	
Federal	\$ 125,000	\$ 87,500	\$ 87,500.00	
Fees				
Other:				
<b>Total</b>	<b>\$ 250,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 600,000</b>

**Narrative:** The above-referenced contract is funded by state and federal funds. Funding for this item will be through MediCal and MHSA funds.

**Key Contract Risks:**

As with any contract funded by state and federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

**Special Instructions:**

Please return one (1) Minute Order and one (1) copy of the executed contracts to Ana Bello: [abello@co.santa-barbara.ca.us](mailto:abello@co.santa-barbara.ca.us) and one (1) of each document to [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us).

**Attachments:**

Attachment A: Southern Coast FY 20-23 BC 20-008 AM1

Attachment B: Southern Coast FY 20-23 BC 20-008

**Authored By:**

A. Bello

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

**THIS FIRST AMENDMENT to the AGREEMENT** for Services of Independent Contractor, referenced as BC 20-008, (Agreement) by and between the **County of Santa Barbara** (County) and **Thomas Ramirez d.b.a. Southern Coast Janitorial (Contractor)**, a local vendor, wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

**WHEREAS**, for fair and reasonable consideration, this First Amendment to the Agreement for FY 20-23, referenced as BC 20-008, increases funding by \$75,000 for FY 20-21 for sanitation services necessitated by the COVID-19 pandemic with a total Maximum Contract Amount not to exceed **\$600,000**, inclusive of \$250,000 for FY 20-21, \$175,000 for FY 21-22, and \$175,000 for FY 22-23, for the period of July 1, 2020 to June 30, 2023 and incorporates the terms and conditions set forth in the Agreement, except as modified in this First Amendment to the Agreement; and

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

**I. In Exhibit A – Statement of Work, Section 1 Contractor Services, add the following:**

- L. Bi-Weekly Terminal Cleaning at PHF and CSU;
- M. COVID-19 Detailed Sanitization Services at CSU, PHF, SM Clinic, QCM for FY 20-21. All touchable surfaces to be disinfected 1 time per day, 7 days a week at CSU; 2 times per day, 5 days a week at PHF; 1 time per day, 5 days a week at SM Clinic, and 1 time per day, 5 days a week at QCM.

**II. Delete Attachment A - Crisis Stabilization Unit and Psychiatric Hospital Facility Cleaning Schedule and replace with the following:**

**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

<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>	<b><u>Service Frequency</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
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
<b><u>*Bi-Weekly Terminal Cleaning:</u></b>	<b><u>Service Frequency</u></b>
Subject to change upon County's request	Subject to change upon County's request.
Client rooms – Perisept disinfect clean of all beds, clean/remove graffiti off walls, clean base boards, door threshold, doors/hinges, light fixtures, wall heaters, remove cobwebs, disinfect client cubbies, room sinks, wood closets, beds/frame.	Bi-weekly
Bathroom - clean showers, shower doors, ledges, mirrors, partitions, overhead light fixtures, under sink and countertops, sanitize toilets and urinals	Bi-weekly
TV Room – clean overhead light fixtures, top of TV cabinet, over head space, terminal cleaning of blue furniture/under	Bi-weekly

Kitchen – remove and clean cabinets, Perisept clean I/O cabinets, detail clean of appliances, clean dining room	Bi-weekly
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**III. Delete Exhibit B - Financial Provisions, Section A and replace with the following:**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements for special cleaning services, not to exceed \$250,000 for FY 20-21, \$175,000 for FY 21-22 and \$175,000 for FY 22-23, for a maximum contract amount not to exceed **\$600,000** during the term of this agreement.

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

**Exhibit B-1**

**Schedule of Rates and Contract Maximum**

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

<b>Type of Service FY 20-21</b>	<b>Maximum Rate</b>	<b>Annual Rate</b>
Monthly Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Monthly Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Bi-Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Monthly Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Monthly Janitorial Service- Santa Maria (SM) Clinic	\$3,550/month	\$42,600/year
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$19,540 (max per FY)  As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by

	Behavioral Wellness Facilities & Fiscal)
COVID-19 Detailed Sanitization Services (CSU, PHF, SM Clinic, QCM)	\$75,000
<b>TOTAL CONTRACT AMOUNT FY 20-21 NOT TO EXCEED:</b>	<b>\$250,000</b>

Type of Service FY 21-22	Maximum Rate	Annual Rate
Monthly Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Monthly Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Bi-Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Monthly Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Monthly Janitorial Service- Santa Maria Clinic	\$3,550/month	\$42,600/year
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$19,540 (max per FY) As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by Behavioral Wellness Facilities & Fiscal)
<b>TOTAL CONTRACT AMOUNT FY 21-22 NOT TO EXCEED:</b>		<b>\$175,000</b>

Type of Service FY 22-23	Maximum Rate	Annual Rate
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Monthly Janitorial Service- Crisis Stability Unit (CSU)	\$780/month	\$9,360/year
Monthly Janitorial Service- Psychiatric Health Facility (PHF)	\$6,450/month	\$77,400/year
*Bi -Weekly Terminal Cleaning - State and federal required detailed cleaning and disinfecting PHF and CSU	\$1,500/month	\$18,000/year
Monthly Janitorial Service- Quality Care Management (QCM) Goleta	\$675/month	\$8,100/year
Monthly Janitorial Service- Santa Maria Clinic	\$3,550/month	\$42,600/year
Emergency or Other Specialty Services as needed and requested by Behavioral Wellness		\$19,540 (max per FY) As agreed by Contractor and the Behavioral Wellness Facility Manager and specified on Contractor's invoice (Services must be pre-approved by Behavioral Wellness Facilities & Fiscal)
<b>TOTAL CONTRACT AMOUNT FY 22-23 NOT TO EXCEED:</b>		<b>\$175,000</b>
<b>TOTAL CONTRACT AMOUNT FY 20-23 NOT TO EXCEED:</b>		<b>\$600,000</b>

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

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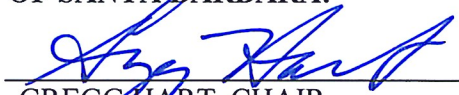
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**SIGNATURE PAGE**

First Amended 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 July 1, 2020 executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By:   
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

Date: 11-10-20

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk

Date: 11-10-20

**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: 

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By: \_\_\_\_\_

**SIGNATURE PAGE**

First Amended 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 July 1, 2020 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: 10/22/20

**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: \_\_\_\_\_

**APPROVED AS TO INSURANCE FORM:**  
RAY AROMATORIO, MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By: \_\_\_\_\_

**SIGNATURE PAGE**

First Amended 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 July 1, 2020 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:   
Bo L. Bae (Oct 29, 2020 09:29 PDT)  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Robert Geis (Oct 29, 2020 10:31 PDT)  
Deputy

**RECOMMENDED FOR APPROVAL:**

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

By: \_\_\_\_\_

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By: 