

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

SERVICEMASTER CBM OF SANTA MARIA

for

JANITORIAL AND MOVING SERVICES

FIRST AMENDMENT

Effective July 1, 2016

This First Amendment to the Services of Independent Contractor ("First Amendment") is made between the **ServiceMaster CBM of Santa Maria** with an address at 3130 Skyway Drive Suite 701, Santa Maria (hereafter "Contractor") and the **County of Santa Barbara, Public Health Department** (hereinafter "County").

WHEREAS, the Agreement is effective through June 30, 2016 and allows for an option to extend twice for up to two (2) years for each extension;

WHEREAS, the County previously implemented a public bid process for janitorial services for its facility service needs. Contractor was awarded a board agreement for two years for multiple facilities at its Santa Maria Health Care Center and Lompoc Health Care Center;

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara;

WHEREAS, the County and Contractor have a mutual desire to exercise the first of two options to extend the Amended agreement through June 30, 2018 while retaining the option for the second, two year extension.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

- a. Agreement, Section 2 **NOTICES** shall be revised:

To COUNTY: Dan Reid, Assistant Deputy Director
Public Health Department
300 N San Antonio Road, Building 8
Santa Barbara, CA 93110

- b. Agreement, Section 4 **TERM** shall be revised:

CONTRACTOR shall commence performance upon July 1, 2014, and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, 2018, subject to such provisions for termination as contained herein and CONTRACTOR is in compliance with all terms of this Agreement.

4.1 OPTION TO EXTEND: Provided CONTRACTOR is in compliance with all terms and conditions of this Agreement, COUNTY is hereby granted one (1) option to extend this Agreement from and after the expiration date for an additional two (2) years. Such extended term shall continue on a year-to-year basis, renewing automatically on July 1st of each year, and shall terminate June 30, 2020.

- c. Agreement, Exhibit B **PAYMENT ARRANGEMENTS** shall be replaced in its entirety and incorporated by reference herein.
- d. **Ratifications**. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
- e. **Counterparts**. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Services for Independent Contractor Agreement between the **County of Santa Barbara** and **ServiceMaster CBM of Santa Maria**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the dates set forth herein.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR
APPROVAL:**

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: _____
Department Head

**APPROVED AS TO ACCOUNTING
FORM:**

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

First Amendment to Services for Independent Contractor Agreement between the **County of Santa Barbara** and **ServiceMaster CBM of Santa Maria**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the dates set forth herein.

SERVICE MASTER CBM OF SANTA MARIA

By: _____

Name: Jeff Hobson

Title: President

EXHIBIT B

PAYMENT ARRANGEMENTS

Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$765,120 (\$382,560 FY14-16 and \$382,560 FY16-18), inclusive of \$191,280.00 per year of this Agreement, invoiced monthly:

Monthly Cost: \$15,940.00

Annual Cost: \$191,280.00

- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Consequences of Contractors Failure to Perform. SBCPHD will give CONTRACTOR written notice of deficiencies by copies of mutually agreed on contract performance report and if instances of unsatisfactory service are not remedied the following work service day, the cost of re-inspection may be applied. The parties hereto agree that due to the obligations of CONTRACTOR to maintain an effective inspections system, CONTRACTOR will be conclusively presumed to have actual knowledge of work not performed, and therefore such written notice will not be a prerequisite for withholding payment for unperformed services.
1. In the case of non-performed work, at COUNTY's discretion:
 - i. Will withhold payment from CONTRACTOR's invoice all billings associated with that location such non-performed work as set out in Contract.
 - ii. May at its option, perform the services by COUNTY personnel or other means.
 2. In the case of unsatisfactory work, at COUNTY's discretion:
 - i. Will withhold payment from CONTRACTOR's invoice all billings associated with that location for unsatisfactory work as set out in Contract.
 - ii. May at its option, perform the services by COUNTY personnel or other means.
 3. Should COUNTY elect options 1 (i) or 2 (i) above, COUNTY will also deduct, as liquidated damages, to compensate COUNTY for administrative costs and other expenses

resulting from the non-performance or unsatisfactory performance, an additional 10% of the applicable rates set forth in Contract.

4. Should COUNTY elect options 1 (ii) or 2 (ii) above, COUNTY will also deduct, an additional 20% of the rate set forth in Contract in order to compensate COUNTY for administrative costs and other expenses incurred by COUNTY to obtain satisfactory completion of the services.

5. Repeated instances of non-performance or unsatisfactory performance will be grounds for termination of the contract for default pursuant of the contract.

F. Suspension of Work. COUNTY unilaterally may order CONTRACTOR, in writing, to suspend delay or interrupt all or any part of the work for such period of time as them may determine to be in the best interest of COUNTY. Reasons may include, but not limited to, the following:

1. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
2. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof, unfit for occupancy or use immediately.
3. A facility or any part thereof remaining vacant or unoccupied immediately by virtue of COUNTY relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

G. Notice of Suspension of Work. COUNTY will give notice of suspension of work and effective date as follows:

1. If work suspension is due to option 1 or 2 above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
2. If suspension is due to option 3 above, written notice at least two (2) working days in advance will be given prior to effective date.

Reduction in payment during suspension period will be calculated on a prorated basis of the proportion of the monthly rate.