



BOARD OF SUPERVISORS Agenda Number:
AGENDA LETTER

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

Department Name: General Services
Department No.: 063
For Agenda Of: 04/15/2008
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

2008-03-21 09:43
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

TO: Board of Supervisors
FROM: Bob Nisbet, Director *Robert Nisbet* 568-1011
 Paddy Langlands, Assistant Director 568-3096
SUBJECT: Security Services for downtown Santa Barbara Facilities

County Counsel Concurrence

As to form: Yes

Other Concurrence:

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions: That the Board of Supervisors approve and authorize the Chair to execute a service contract with Securitas Security Inc. of Santa Barbara in the amount of \$110,000.00 per year for a total of \$220,000.00. This will provide security services to the twelve (12) downtown Santa Barbara facilities for a period of twenty-four (24) months to begin July 1, 2008 and ending June 30, 2010.

Summary Text:

The General Services Department has employed Securitas Security Inc. since July 1, 2006 and the company has proven during this time they are able to fulfill the tasks required.

Background:

Services in this contract are for security services in the County's twelve (12) downtown Santa Barbara facilities listed in the attached agreement after hours Monday through Friday, weekends and holidays in the Superior Courthouse, which is open to the public on those days. The security service patrols the County office complex in downtown Santa Barbara every night of the week from 4pm – 7pm and from 10pm – 8am. The guards check buildings and grounds throughout the night to ensure the buildings and County vehicles are locked and secure. The guards remove transients from County grounds when found loitering, requesting the assistance of law enforcement agencies as required. They also respond to emergency facility concerns (plumbing leaks, flooding, power outages) that may arise while on duty.

The weekend guard patrols the facilities but especially the County Courthouse, which is open to the public for touring on Saturdays and Sundays and every County holiday except Christmas. Volunteer Courthouse docents conduct tours and staff the information booth in the Courthouse on weekends and holidays. The security service is available to both protect the facility and the docents as well as respond if an emergency arises.

Securitas Security Inc. has also installed a TOCO system throughout all facilities. This consists of electronic "chips" placed strategically through out the facilities, parking lots and sunken garden and are accessed by the guards using a wand on rotating shifts. It provides a report at the end of each week that is given to the Contract Administrator and details any open windows, open doors, transients, open vehicles, plumbing issues, etc.

Fiscal and Facilities Impacts:

This will provide security services to the twelve (12) downtown Santa Barbara County facilities for a period of twenty-four (24) months to begin July 1, 2008 and ending June 30, 2010 in the amount of \$110,000.00 per year for a total of \$220,000.00. This is to include an increase in the hourly rate from \$17.00 to \$18.00 as well as an additional \$60.00 per month for the use of the TOCO system described above.

Fiscal Analysis:

Budgeted: Yes 0001/063/7720/1215 FY08/09

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$84,000	\$110,000	\$220,000
State			
Federal			
Fees			
Other:			
Total	\$ 84,000.00	\$ 110,000.00	\$ 220,000.00

Special Instructions: Forward the fully executed duplicate original contract and Minute Order to: Traci Lothery, General Services, Facilities Services Division.

Attachments:

Authored by: Traci Lothery, Departmental Assistant, Senior, 568-2639.

Contract Summary Form:

Contract Number: BC 08-103

Complete the information below, print this form, obtain the signature of the authorized departmental representative and submit this form to the Clerk of the Board with the contract package. See also: Contracts for Services Policy.

D1. Fiscal Year : FY 08/09 and FY 09/10
 D2. Budget Unit Number : 063
 D3. Requisition Number : N/A
 D4. Department Name : General Services
 D5. Contact Person : Traci Lothery
 D6. Phone : 805.568.2639

K1. Contract Type (check one): Personal Service Commodity Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Security Services to downtown Santa Barbara facilities
 K3. Original Contract Amount : \$220,000.00
 K4. Contract Begin Date : 07/01/2008
 K5. Original Contract End Date : 06/30/2010
 K6. This Amendment Number : 00
 K7. - Total Previous Amendments : N/A
 K8. - This Amendment Amount : N/A
 K9. - Revised Total Contract Amount : N/A
 K10. - Revised End Date : N/A
 K11. Department Project Number : N/A

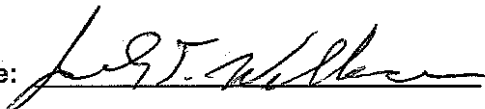
B1. Is this a Board Contract (Yes/No) : Yes
 B2. Number of Workers Displaced (if any) : N/A
 B3. Number of Competitive Bids (if any) : N/A
 B4. Lowest Bid Amount (if bid) : N/A
 B5. If Board waived bids, show Agenda Date : N/A
 B6. ... and Agenda Item Number : N/A
 B7. Boilerplate Contract Text Unchanged? (Yes/No) : Yes

F1. Encumbrance Transaction Code : N/A
 F2. Current Year Encumbrance Amount : N/A
 F3. Fund Number : 0001
 F4. Department Number : 063
 F5. Division Number (if applicable) : 1210
 F6. Account Number : 7720
 F7. Cost Center number (if applicable) : N/A

F8. Payment Terms : Net 30
 V1. Auditor Vendor Number : 058207
 V2. Payee/Contractor Name : Securitas Security, Inc.
 V3. Mailing Address : 5276 Hollister Avenue
 V4. City : Goleta
 V5. State (two letter) : CA
 V6. Zip (include +4 if known) : 93111
 V7. Telephone Number : 805.562.8071
 V8. Vendor's Federal Tax ID Number (EIN or SSN): 63-179778
 V9. Contact Person : Mel Mailay
 V10. Workers Comp Insurance Expiration Date : 01/01/2009
 V11. General Liability Insurance Expiration Date : 01/01/2009
 V12. Professional License Number : N/A
 V13. Verified by : Traci Lothery
 V14. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

This information has been reviewed and is complete and accurate as presented. Concurrences as required are represented by signature on the contract signature page.

Date: 4/3/08

Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Securitas Security, Inc., having its principal place of business at 5276 Hollister Avenue, Goleta, California 93111 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Traci Lothery at phone number 805/568-2639 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Mel Malilay at phone number 805/967-8987 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: County of Santa Barbara
1105 Santa Barbara Street
Santa Barbara, California 93101

To CONTRACTOR: Securitas Security, Inc.
5276 Hollister Avenue
Goleta, California 93111

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 2008 and end performance upon completion, but no later than June 30, 2010 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this

Agreement as an independent contractor and not as an employee of COUNTY. 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.

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 in Section 3 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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall 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 Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, 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 Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which

has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs,

and expense related thereto and incurred

by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY 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.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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(ies), 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.

29. **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.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Securitas Services, Inc.

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

ACCEPTED AND AGREED this _____ day of _____, 2008.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST: _____
Michael F. Brown
Clerk of the Board

By: _____
Chair, Board of Supervisors


By: _____
Deputy

Date: _____

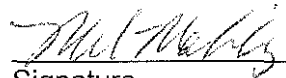
APPROVED AS TO FORM:

"CONTRACTOR"

DANIEL J. WALLACE,
INTERIM COUNTY COUNSEL

By:  _____
Deputy County Counsel

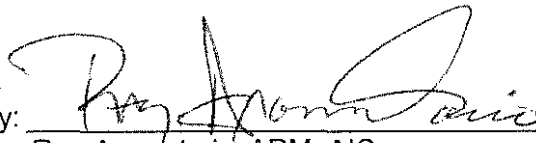
By: Mel Malloy
Name

 _____
Signature

3/31/2008
Date

71-0912217
IRS NO.

APPROVED AS TO FORM:

By:  _____
Ray Aromatorio, ARM, AIC
Risk Program Administrator

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA

By:  _____
Auditor-Controller

EXHIBIT A

SCOPE OF WORK {known as Exhibit II, Task Frequency Sheet(s)}

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$220,000.00**.
- 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 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 presentation.
- 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.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall 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 Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; 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.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall 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 or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage's at its sole cost and expense. All insurance coverage is 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. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall 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 CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees 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 policy has been changed to reflect the Additional Insured status 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. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's 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 providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder. In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

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 reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. 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 pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT D

**YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

REMOVED

March 1, 2004

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D



**COUNTY OF SANTA BARBARA
GENERAL SERVICES SUPPORT SERVICES
FACILITIES MAINTENANCE DIVISION
1105 SANTA BARBARA STREET
SANTA BARBARA CA 93101**

**Security Contract For
Downtown Santa Barbara Facilities**

Issued: April 15, 2008

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1.0 INTRODUCTION

- 1.0.1 This Contract details agreements and requirements between the County of Santa Barbara and the Contractor named in Attachment A.
- 1.0.2 The County of Santa Barbara contract for security service will be for an initial two (2) year period beginning July 01, 2008 and ending June 30, 2010.

1.1 Definitions

- 1.1.1 County shall mean the County of Santa Barbara.
- 1.1.2 Contractor shall mean any security service company that enters into a contractual agreement, in the form of a formal contract, with County of Santa Barbara and/or such firms submitting proposals for consideration. It shall include, where the sense indicates, any employees of Contractor.
- 1.1.3 Contract shall mean collectively the printed form of the Contract established and eventually executed by the parties; the terms and conditions it contains or incorporates; the security service specifications; and any other document specifically incorporated by reference in the agreement under which the Contractor is to perform work or provide service.
- 1.1.4 Work shall mean all the services, consulting, evaluations, and reports furnished by the Contractor pursuant to performance under the Contract.
- 1.1.5 Price shall mean the amount paid, or to be paid, by the County to the Contractor in consideration of the performance of the work as called for in the Contract.
- 1.1.6 Labor Rates shall be the hourly wage rate paid by the Contractor to its employees for work on this Contract.
- 1.1.7 Billing Rates shall be the hourly billing rates paid by the County to the Contractor for each hour of service provided under this Agreement.
- 1.1.8 Site shall mean the specific locations where services are to be performed.
- 1.1.9 Premises are used in its broadest sense and include, but is not limited to, all land, property, buildings, structures, installations, motor vehicles, and all other means of conveyance owned or leased to the County of Santa Barbara or otherwise being utilized for County business.
- 1.1.10 Furnish shall mean to bear the cost of providing.
- 1.1.11 County's Representative shall mean the Supervisor in charge of Security or his/her superior.
- 1.1.12 Holidays shall include; Christmas Day, New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after (Thursday & Friday). (See Attachment C).

Note: When a County holiday falls on a Saturday it is normally observed on the prior Friday; when a County holiday falls on a Sunday it is normally observed on the following Monday and the weekend guard schedule will apply.

1.2 Interpretation and Construction

1.2.1 The headings and subheadings contained in this document are used solely for convenience and do not constitute a part of the agreement between the parties hereto, nor should they be used to aid in any manner in the construction or interpretation of the Terms and Conditions applicable to a contract derived from this agreement.

1.2.2 The definition of terms used, interpretation, or construction of the agreement, and the rights of all parties thereunder shall be interpreted, construed, and governed by the laws of the State of California, and venue is hereby stipulated in the jurisdiction serving the Santa Barbara County Downtown complex's and the Santa Maria Courthouse.

1.3 Independent Contractor

The Contractor agrees to perform the work described in the Contract as an Independent Contractor and not as a subcontractor, agent or employee of County.

1.4 Assignment and Subcontracting

This Contract shall not be assigned or subcontracted by the Contractor without the written consent of the County being first obtained. No consent shall relieve the Contractor from full responsibility for the work included in this contract for the due performance of all the terms and conditions of the Contract.

1.5 Responsibility for Work

The work performed by Contractor under the Contract will be performed to the highest professional standards applicable to the services being provided and in compliance with all applicable laws, rules and regulations. Contractor is not engaged as a Security Consultant.

1.6 Performance of the Work

The Contractor shall furnish trained and competent personnel and shall begin the work on the date specified by the Contract and assure its continuation for the term of the Contract.

1.7 Contractors Personnel

The Contractor shall immediately remove from work, whenever required to do so by the County, any person considered by the County to be incompetent or disposed to be disorderly, or for any other reason satisfactory or undesirable to the County, and such person shall not again be employed on any of County's premises without the consent of the County.

1.8 Cooperation with Other Contractors

The Contractor shall work in harmony with other contractors employed by the County, and any difference of opinion between the Contractor and other contractors shall be resolved by the County.

1.9 Contractor Informed as to Conditions

It is agreed that the Contractor is familiar with all physical and other conditions existing at the site(s) of the work, and all other matters in connection with the work to be performed under this Contract.

1.10 Storage and Security of Equipment and Supplies

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the work. Storage space will be provided by the County at the site of the work as available in a reasonably secure location. Contractor assumes full responsibility of loss or damage to stored equipment to the extent arising out of Contractor's negligence.

1.11 Inspection

The County contemplates, and the Contractor hereby agrees to a thorough minute inspection by County's Representative or other agent of County, of all the work and equipment furnished under this Order.

1.12 Removal of Debris

The Contractor shall leave the entire premises within the site of its operations clean and free from all rubbish resulting from its operations.

1.13 Parking Requirements

When on duty, the Contractor's employee's vehicles and the Contractor's vehicles shall park in the Administration Building parking lot when a space is available.

1.14 Modifications of Methods and Equipment

If at any time the Contractor's methods, materials or equipment appear to the County's Representative to be unsafe, inefficient or inadequate, County may instruct the Contractor to increase its safety, efficiency and adequacy.

1.15 Health and Safety

1.15.1 The Contractor shall observe all Federal, State, and local laws and regulations pertaining to health and safety.

1.15.2 The Contractor shall take all precautions necessary and shall be responsible for the safety of all work to be performed. The Contractor performing any part of the work shall not require any person employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under safety and health standards promulgated by the Secretary of Labor.

1.15.3 The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operations. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

1.16 Work Hours

Unless otherwise ordered by the County, the work shall be done by night as well as by day. No work of any kind shall be done without the prior knowledge and approval of the County. Nothing herein shall be construed to authorize any work to be performed in violation of the California Labor Code as to overtime hours or any other provision thereof.

1.17 Collateral Work

The County reserves the right to have such agent or agents as it may elect enter County's site for the purpose of performing such collateral work and will be performed with as little hindrance or interference as possible with the Contractor, who hereby agrees to present as little hindrance or interference as possible with any collateral work by the agent or agents of the County.

1.18 Absence of Contractor Management

In the event the Contractor Supervisor, Lead Officer or other duly authorized representative is not present where it may be desired to give directions in the event of emergency, orders may be given by the County's Representative.

For the purposes of this contract the County's Representative is defined as the Facilities Manager, Facilities Maintenance Supervisor, Facilities Departmental Assistant and Facilities Departmental Assistant Senior. Such orders shall be received and obeyed by the Contractor's employees to secure the quality, safe conduct of the work and/or the safety of the public.

1.19 Proprietary Data and Information

All information and data, regardless of form that is received from the County, shall be treated as confidential by the Contractor and the Contractor shall take all precautions necessary to prevent disclosures of such information or data verbally or in writing to others except upon the express written approval of County. Any third party whom Contractor is authorized to provide such information or data to shall be required, as condition of receiving such information, to execute confidential agreements suitable to County. Without the prior written approval of County, Contractor shall not use for any purpose other than the performance of the work contemplated by the Contract any information, design, drawing, specification, or document received from the County. Upon County's request, Contractor will return to County all copies of such information, design, drawings, specifications, and documents and shall safeguard against disclosure to others all work papers and other documents in Contractor's possession that include such confidential information for a period of four (4) years after the completion of the work described in the Contract.

1.20 Revisions of Original Contract

1.20.1 County shall have the right to make any changes in or delete services from the work described in the Contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform such extra work provided the Contractor agrees in writing, unless the County deems an emergency to exist. Should any such change increase or decrease or affect the amount or character of services required in the Contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and County; however, commencement of work requested by County shall be independent of agreement on the effect of such change.

1.20.2 In case any such change or alteration shall result in a decrease of the work to be performed, no allowance shall be made to this Contractor for loss of anticipated profits.

1.21 Equal Employment Opportunity

In Chapter 2, Article XIII, the County Code provides that the Board of Supervisors may terminate contracts and agreements entered into by the County when it is found that the contractor or other party to an agreement is discriminating or has discriminated against any person in violation of applicable Federal or State laws, rules, or regulations which prohibit discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran or disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

1.22 Termination of Contract

- 1.22.1 The County of Santa Barbara may, by giving ten (10) days written notice to the Contractor, terminate the Contract prior to the expiration date for DUE CAUSE. Due cause for termination shall include, but not be limited to, failure to deliver services required within a reasonable time period, failure of the CONTRACTOR to meet requirements and/or for reasons of unsatisfactory service.
- 1.22.2 The County or Contractor may cancel this Contract for CONSIDERATION at any time by giving the other party thirty (30) days written notice.

1.23 Non-Appropriation

This Contract is subject to availability of funds for extensions from one fiscal year to the next. Should funds not be available, the County of Santa Barbara may terminate such Contract at the end of any fiscal year (June 30th) provided notice of such termination is given in writing before the end of the fiscal year. Upon giving such notice, the termination shall be effective without further liability to the County of Santa Barbara.

1.24 Accounting and Auditing

- 1.24.1 Contractor shall maintain, during the course of the work, complete and accurate records of all Contractor's costs related to the County's account. Such records to be maintained and retained by Contractor shall include but not be limited to:
- Accounting records, including payroll records, accounting for total time distribution of Contractor's employees working full or part-time on the job (or permit of payrolls and related tax returns).
 - Cancelled payroll checks and/or signed receipt for payroll payments in cash.
 - Invoices for purchases, for Contractor's stores stocks, or for capital items.
 - Paid invoices and cancelled checks for materials purchased and for Subcontractor's and other third party charges.
 - Written policies and procedures.
 - Subcontract files (including proposal for successful and unsuccessful bidders).
 - Original estimates and estimating worksheets.
 - Correspondence.
 - Change order files (including documentation covering negotiated settlement).
- 1.24.2 Such "records" shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

1.24.3 For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Contract, for the duration of the work, and until two (2) years after the date of final payment by County to Contractor pursuant to this Contract.

1.24.4 County's agent or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

1.25.5 With a 30-day notice prior to end of each fiscal year (by May 31st), CONTRACTOR may take a 3% increase in rate every other year that purchase order is in effect.

1.25 **Delays**

1.25.1 The Contractor shall be held responsible for any damages of a general nature that County may incur due to any delay in the completion of the work hereunder, or delay of any other obligation of the Contractor set forth herein as a result of causes within the Contractor's reasonable control.

1.25.2 Neither party shall be considered in default in the performance of its obligations under the Contract to the extent that the performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including without limitation; acts of God; acts or omissions of governmental authorities or other parties, strikes, lockouts, or other industrial disturbances involving persons other than Contractor or Contractor's employees, acts of public enemy, wars, blockages, riots, civil disturbances, epidemics, floods, hurricanes, tornadoes, and other similar events, acts, or omissions.

1.25.3 When determined that delay is caused by reasons beyond the Contractor's control, the date of delivery or performance of any other obligations of the Contractor hereunder may be extended for a period equal to the time lost by reason of the delay. The Contractor shall notify County in writing within thirty (30) calendar days after recognition of the occurrence of any event which the Contractor believes will result in a delay. In the absence of such notification, the Contractor will waive the right to claim that the work was delayed by the occurrence of such event.

1.26 **Terms of Payment**

As stated in Exhibit A, the Contractor shall submit monthly invoices for charges due under the Contract. Each invoice, and/or support document, must (a) detail by name, date and hours worked by the Contractor's personnel, (b) detail separately by vendor, date, and time, (c) include any other information the County requests. Payments for said invoices shall be made by County within thirty (30) days net. Should County dispute any portion of the Contractor's monthly invoice, County shall pay the undisputed portion of the invoice and advise the Contractor in writing of the disputed portion.

1.26.1 Monthly invoicing will be provided to COUNTY on a separate invoice and will include all standard hours and holidays worked and will be accompanied by time sheets by all guards.

1.26.2 Overtime special request invoicing will be separate from the regular scheduled/holidays worked and will be invoiced individually according to event. Each overtime invoice will include name of (County) employee authorizing overtime, date of authorization, name of event, building of assignment, name of guard on patrol and hours worked and will be accompanied by documentation from COUNTY authorizing overtime. Each

individual invoice will be sent to the COUNTY as soon as practical after each event.

- 1.26.3 Only those employees designated within General Services are permitted to approve overtime or special requests for security guards. In the event that CONTRACTOR receives overtime or special requests from a County department other than those appointed within General Services, CONTRACTOR agrees that General Services will not be billed or held liable for monies owed on that request.

1.27 County's Rights Not Waived by Payment

No payment made shall be considered as conclusive evidence of the satisfactory performance of the Contractor's obligations under the Contract in whole or in part, nor shall payment be construed as relieving the Contractor from its full responsibility under the Contract.

1.28 Notices

All written notices required or permitted to be given under the Contract shall be delivered to the party at that party's address as specified on the Contract by delivery in person, telegraph, or United States mail with first class postage prepaid. No notice shall be effective until received by the party to whom it was addressed.

2.0 CONTRACTOR QUALIFICATIONS

- 2.0.1 Contractor must have in operation a local formal classroom training program for all security officers, including supervisors. Contractor will provide documentation of such prior to start of Contract.
- 2.0.2 Contractor must be capable of providing additional security services upon request of County. Contractual premium rate will be billed for all requests for additional/special service with less than 72 hour advance notice.
- 2.0.3 Contractor must be duly licensed in accordance with all State, County and Local laws governing the security industry. Evidence of licensing will be provided to COUNTY prior to start of Contract.
- 2.0.4 Contractor will possess requisite professional and business licenses to provide security services in Santa Barbara County.

3.0 GENERAL RESPONSIBILITIES

Set forth in this section are the General Responsibilities of a Security Service Contractor in providing personnel, equipment and services for County. Any changes to be made subsequently by the County or Contractor will be subject to negotiations between the parties and require written approval of both parties.

3.1 Scope of Work

- 3.1.1 Contractor will be responsible for the following at each location where its security officers are utilized by the County:
- To inform County of any and all changes in law or requirements for security qualifications.

- Maintain discipline, excellent appearance, professional demeanor, integrity and attention to duty among Contractor personnel.
- Require Contractor personnel to enforce County's and Contractor's security policies, procedures and orders.
- Furnish County with names and phone number of Contractor's supervisory personnel who can be contacted at any time to respond to County's needs.
- Furnish written rules and procedures (Post Orders) to County's Representative for each security post during the first week after initiation of service.
- Furnish trained and qualified unarmed security personnel in sufficient number to provide service as requested by the County. This service will be continuous regardless of weather, disaster, strikes or threatened strikes, and shall include, but not be limited to, the following:
 - o Administering County's site security needs.
 - o Access control of persons, vehicles, and other property.
 - o Site surveillance (either by foot or vehicle).
 - o Identifying and reporting security and safety violations.
 - o Securing property turned in as found.
 - o Maintaining files for security related documents.
 - o Assisting County personnel in emergency situations.
 - o Ensuring that prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards and security incidents.
 - o Inspecting County's security devices (fences, walls, gates, lighting, alarms, etc.) as instructed and submitted on daily log for any that are malfunctioning, inoperative, or in need of repair.

3.1.2 Changes or substitutions in the work schedule will not be made without prior notification to and agreement by the County's Representative, except in bona fide emergencies.

3.1.3 Contractor personnel must work their assigned post completely alert and fit to perform their prescribed tasks.

3.1.4 Contractor's personnel may be exposed to various weather conditions, construction hazards and other hazards inherent in security work and the Contractor shall ensure that its personnel are prepared for such conditions.

3.1.5 Contractor shall designate an off-site supervisor to examine and inspect security personnel while they are on duty. Such inspections will be accomplished once a month on a random basis as required.

3.1.6 Contractor will not employ armed security officers on any County premises.

3.1.7 See Attachment B, B1 and B2 for locations, duties and schedules.

3.2 Personnel Standards

- 3.2.1 Prior to beginning work, all security officers assigned to duty on County's site are required to be or to have:
- State of California registration for unarmed security personnel.
 - Eighteen (18) years of age or older.
 - A valid state picture identification card.

- The Immigration Reform and Control Act of 1986 (IRCA) legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law, the Immigration and Naturalization Service (INS), now an integrated component of the Department of Homeland Security (DHS), created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees.
- Dependable transportation to and from the job.
- Free of any judgment of incompetence by any court for mental defect or disease.
- Contractor will insure officers assigned to the County are trained to Securitas and County standards and will meet all mandatory state training requirements.
- Ability to read, speak, and understand the English language sufficient for giving and understanding written orders, verbal instructions, and being capable of composing reports which convey complete and accurate information.
- Free of injury or physical handicaps which prevent proper performance of security work.

3.3 **Personnel Screening Requirements**

3.3.1 California Assembly Bill 2880 increased the training requirements for security guards working in California. Effective July 1, 2004 the training requirements for security guards in California are:

- 8 hours prior to being assigned to post.
- 16 hours more within the first month.
- 16 hours more within the first six months.
- An 8 hour refresher course every 12 months after completing the 40 hours of initial training.

In addition, County will require the following on all security guards prior to beginning this Contract;

- Full name, aliases and signature.
- Current address and prior address for past 2 years.
- Felony conviction records.
- Military service information (if applicable).
- Previous employment history and reason for termination.
- A photo ID on file with the County.
- General physical description (height, weight, color of hair and eyes, and identifying marks such as scars or tattoos).
- Education and specialized training.

- 3.3.2 Written (or verbal) pre-employment honesty testing will be administered to all officer candidates as part of the screening process. Contractor will supply County with a description of honesty testing methods used. (Pre-employment drug-screening urine testing will be part of the screening process.) COUNTY will receive an affidavit verifying completion of such requirements.
- 3.3.3 Employment records shall include, at a minimum, the employment application, attendance report, training records, results of background investigation, drug/urine analysis testing, and pre-employment (written or verbal) honesty tests, classifiable fingerprints, a recent photograph, and work-related injury reports. COUNTY will receive an affidavit verifying completion of such requirements.
- 3.3.4 County reserves the right, at any time, to interview and/or review applicants prior to permanent assignment and to require Contractor to remove any security officer or supervisor from the work site.
- 3.3.5 Any new employee hired to perform duties during the course of this Contract will also be subject to the above qualifications, criminal background check and drug testing **prior to beginning work for County.**
- 3.3.6 County will be notified immediately of any employee who terminates employment or who is relieved of duties by Contractor.

4.0 EQUIPMENT, MATERIAL AND SUPPLIES

- 4.0.1 A cell phone will be provided by the County and must be carried at all times while on duty so officer can be contacted in an emergency. This phone is to be left on COUNTY premises while guards are not on duty. Any calls exceeding the allowable minutes or any long-distance calls not approved prior by COUNTY will be billed to CONTRACTOR. In the event the Nextel phone is lost, it will be replaced at a cost of \$50.00 to be billed to the CONTRACTOR.
- 4.0.2 County-furnished equipment, material and supplies shall remain the property of the County and will not be used for any purpose other than in the performance of County security functions required. The Contractor shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by County for use of the Contractor.
- 4.0.3 Contractor-furnished equipment shall remain the property of the Contractor and will not be used for any purpose other than in the performance of County's security functions.
- 4.0.4 All officers assigned to County's premises will be required to report for duty in a uniform and shall be neat, clean, and presentable at all times.
- 4.0.5 County will provide to permanently assigned guard's a picture identification card to be carried by the guard at all times while on duty within County premises.
- 4.0.6 Contractor shall furnish the following minimum uniform items to each security officer assigned to County's site at no expense to the officer:

Hardline Uniform:

- Two (2) Pair Pants

- Two (2) Shirts
- One (1) Badge
- One (1) Photo Identification Badge

- 4.0.7 Additionally, Contractor will provide replacement uniforms to officers at no cost to the employee as necessary due to normal wear and tear.
- 4.0.8 Custom tailoring and/or alteration of uniforms will be provided for officers by the Contractor at no cost to the employee.

5.0 SECURITY OFFICER POST REQUIREMENTS

- 5.0.1 While it is recognized that County's hourly requirements may change from time to time, the County will make its best efforts to give adequate notice to Contractor concerning such changes.
- 5.0.2 The following security requirements must be met in the locations specified:
- 5.0.2.1 Personnel: At least three officers must be trained on the County facility-specific procedures at all times.

5.1 Supervision

Review of Incident Reports: Supervisor will review all daily logs in which the local Police Department was called for response to County property. Prior to submittal to County the Supervisor shall take appropriate action as deemed necessary.

Current County Emergency Contact List: County will provide Contractor with a current list of departmental staff and telephone numbers to use in the event of an emergency. This information is to be kept confidential.

Continuous Inventory of County Keys: County will issue two (2) complete sets of keys necessary to perform the security duties. Contractor will ensure the keys are kept in a responsible manner and no guard is allowed to leave the premises with the keys in their possession without prior approval of County. In the event any keys are lost, CONTRACTOR will be responsible for the re-keying of COUNTY facilities.

6.0 FINANCIAL

6.1 Billing Rates

- 6.1.1 Straight-time rates shall apply to regularly scheduled work hours.
- 6.1.2 The cost of all items and services furnished by Contractor, or by Contractor's personnel, shall be considered included in Contractor's hourly rate for Security Service.

7.0 DRUGS, ALCOHOL AND OTHER CONTRABAND

-
- 7.1 Policy
- 7.1.1 It is the policy of the County to prohibit the use, possession, sale, or transfer of illegal drugs, controlled substances (including medications without a valid prescription), simulated (look-alike) drugs, drug paraphernalia, alcohol, firearms, explosives and other weapons on County premises at any time. Contractor will be required to comply with and enforce this policy, with respect to Contractor's employees, as a condition of employment.
- 7.1.2 For the purpose of this policy, the theft or possession by Contractor of property belonging to County, or to another person will be considered a violation.
- 7.2 Requirements
- 7.2.1 Contractor must have a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items. A copy of the policy will be furnished to the COUNTY.
- 7.2.2 Contractor must have a comprehensive drug and alcohol testing program. Evidence of such a program, including any related policies, will be provided to the COUNTY.
- 7.2.3 Deleted.
- 7.2.4 Contractor will be solely responsible for ensuring employees assigned to County sites have been informed of, and understand, all applicable policies. Contractor will use appropriate training to ensure employees receive the proper notices and provide COUNTY with information as to the means and methods.
- 7.2.5 Contractor will be required to conduct a drug/urinalysis test on personnel prior to assignment to County sites. Results of such testing will be provided to County upon request.
- 7.2.6 When appropriate, County may request a blood/urine analysis test be conducted on a Contractor's employee when one or more of the following conditions exist:
- A violation of the policy is witnessed by County,
 - Where there is reasonable cause to believe an employee is, or may be, under the influence of contraband substances, and/or extenuating or emergency circumstances require an immediate test to ensure the safety of employees, the public, or property,
 - A delay in the test may result in the loss of evidence, and/or,
 - In the event of an accident involving personal injury and/or property damage.
- 7.2.7 Contractor will make every reasonable effort to comply with these requirements.
- 7.3 Penalties for Violation of Policy
- 7.3.1 Contractor's employees found in violation of this policy will be immediately relieved of duty. Contractor will be notified that the individual is to be removed from County's premises and will not be allowed to service any County premises without the prior written permission of County.

- 7.3.2 Contractor's personnel found in possession of illegal substances or items may, at the discretion of the County, be referred to law enforcement for action.
- 7.3.3 Contractor's personnel who decline a blood/urine test will be permanently barred from County under this Contract as permitted by law.
- 7.3.4 Violation of this policy by Contractor's employees may result in cancellation of the contract between the County and the Contractor, and may result in the Contractor losing the right to do business with the County.

8.0 TOUR MANAGEMENT SYSTEM

- 8.1 If implemented, CONTRACTOR will install, maintain and upgrade as needed, a TOCO System for COUNTY that will include a mutually agreed upon number of strategically placed stations throughout all facilities listed in Attachment C.
- 8.1.1 CONTRACTOR and COUNTY to jointly agree on station location at each facility.
- 8.1 All TOCO System costs will be borne by CONTRACTOR.
- 8.2 CONTRACTOR will "check in" at each station at least one (1) time per shift. This shift will be on an irregular schedule that varies from shift to shift and day to day.
- 8.3 Logs of TOCO activity will be supplied by CONTRACTOR to COUNTY upon request.
- 8.4 CONTRACTOR will supply software and access for COUNTY to directly review TOCO reports.
- 8.5 In the event CONTRACTOR removes the "station" of the TOCO system, all areas will be put back in the original manner in which is was found.

9.0 INSURANCE REQUIREMENTS

Refer to Exhibit B and C.

EXHIBIT A**PAYMENT ARRANGEMENTS
Compensation Upon Completion**

- A. For CONTRACTOR services to be rendered under this contract from July 1, 2008 through June 30, 2010, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed the amount of Board Letter amount of \$220,000.00 to include an additional \$60.00 per month for the TOCO System.
- B. Contract amount will be adjusted annually as necessary at each extension subject to Section 1.23.
- C. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Section 3.0 as determined by COUNTY.
- D. As specified in Section 1.26, 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 Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. 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.

EXHIBIT B**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance****INDEMNIFICATION****Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall 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 Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; 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.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall 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 or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is 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. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the

COUNTY. In the event CONTRACTOR is self-insured, it shall 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 CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees 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 policy has been changed to reflect the Additional Insured status 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. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's 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 providing professional liability coverage is a on

'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this Agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

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 reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. 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 pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT C**HIPAA Business Associate Agreement****1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Exhibit, the Contractor may use or disclose protected health information ("PHI")¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying Agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")².

2. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

3. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate

¹ "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

6. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations section 164.524.

7. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

8. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

9. Accounting of Disclosure

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

11. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or

- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

12. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

14. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

15. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

16. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

**ATTACHMENT A
Company Detail**

Name of Company:	SECURITAS SECURITY SERVICES USA, INC.
Address:	5276 HOLLISTER AVENUE SUITE 204 GOLETA, CALIFORNIA 93117
Phone Number:	(805) 562-8071
Federal Taxpayer Identification Number:	#63179778
Contact Person for this Contract:	MEL MALILAY
Name of Manager and or key supervisory personnel	MEL MALILAY

ATTACHMENT B
SANTA BARBARA FACILITIES

<i>Building Number</i>	<i>Building Name</i>	<i>Address</i>
F01001	Schwartz Building	130 East Victoria Street
F01002	McDonald Building	1226 Anacapa
F01005	Administration Building (to include parking lot)	105 East Anapamu
F01003	Administration Kiosk Office (located in the parking lot of the Administration Bldg)	105 East Anapamu
F01004	Engineering Building	123 East Anapamu
F02001	Hall of Records	1100 Anacapa Street
F02002	Courthouse Annex	1100 Anacapa Street
F02003	County Courthouse (to include basement parking lot)	1100 Anacapa Street
F02004	Courthouse, East Wing	1105 Santa Barbara Street
F01006	District Attorney's Office	1112 Santa Barbara
F01008	Figueroa Courthouse (to include parking lot)	118 East Figueroa Street
F01011	Probation Building	117 East Carrillo Street

ATTACHMENT B1**SANTA BARBARA DUTIES**

- Any found articles during the operational hours of the Docent Booth will be turned into the Docent on duty with the exception of keys, wallets, purses and prescription drugs. These items will be kept locked during the guard shift and will be turned into the COUNTY Representative prior to the guard leaving the premises.
- Provide escort service for any requesting County staff from County buildings to parking lots.
- Verify the facilities and grounds are clear of any unauthorized persons.
- Verify all exterior doors are closed and locked at the beginning of shift and remain so throughout the shift.
- Verify all interior hallway doors are closed and locked.
- Verify all County vehicles are closed and locked.
- Turn off any unnecessary lights.
- Perform continuous rounds of above listed facilities at a minimum of every 90 minutes.
- Unlock the facilities on the following schedule;
 - 6:00 a.m.** Unlock Administration Building parking lot doors and turn on lights in lobby. Remain in lobby to greet employees until 7:00am.
 - 7:00 a.m.** Unlock Administration Building lobby doors on Anacapa/Anapamu and back door off alley between Administration and McDonald Buildings.
 - 7:20 a.m.** Unlock glass door main entrance to Engineering Building on Anapamu. Continue to unlock all Engineering Building doors and patio door on the side of the Planning Commission Hearing Room (4 doors).
 - 7:30 a.m.** Unlock Main Courthouse beginning with the Santa Barbara Street door. Turn on all hallway and Mural room lights and continue through the Courthouse to unlock the following doors; double Figueroa Street doors, single Figueroa/Anacapa Street door (lawyers entry), clock tower, Mural Room, Anacapa and archway doors.
 - 8:00 a.m.** Turn in Nightly log to General Services office at designated spot second floor of the Main Courthouse. Verbally advise of any irregularities as noted in log.
- Maintain accurate, readable logs and incident reports to be submitted at the end of the shift.
- Log will include unlocked doors and vehicle license plate numbers of vehicles entering and exiting premises outside of business hours, license plates of vehicles (other than county vehicles) that remain on premises for extended period of time, sight or voice contact with persons inside the

County's facilities between hours of 10:00 p.m. and 5:00 a.m., observations of out-of-the-ordinary events and identify location of homeless persons on County property.

- Maintain TOCO logs, when installed to be submitted to the COUNTY upon request.
- Lock facilities on the following schedule;
 - 5:00 p.m.** Guard will start lockup at the Engineering Building.
 - 5:30 p.m.** Guard will start rounds at Anacapa Courthouse entrance door located on Santa Barbara Street to ensure lockup.
 - 6:00 p.m.** Guard will lock up Administration Building.

ATTACHMENT B2
WEEKEND AND HOLIDAY SECURITY OF SANTA BARBARA COURTHOUSE

The following section contains procedures for work at the County Courthouse during weekends and holidays day shifts.

9:30 a.m. Guard will begin at the McDonald Building and check that outside doors and windows are all secured. He will then continue to the Schwartz Building, through the Administration parking lot to the Administration Building, Engineering Building, main Courthouse, District Attorney's Office, Figueroa Courthouse, parking lot and Probation Building and verify all is secure.

10:00 a.m. Unlock Courthouse main doors and clock tower. After doors are unlocked, walk around inside of building making sure all windows, courtroom doors and offices are locked. Check Courthouse boiler room for any steam leaks or irregularities.

Between 11:00 a.m. and 4:40 p.m. In addition to reporting to the Docent's booth each hour, the guard will also check all restrooms, Mural Room, clock tower, basement parking area, make sure weddings clean-up after events according check off sheet and make sure weddings in tower do not block other tourists from visiting tower.

4:30 p.m. Begin advising tourists the Courthouse will be closing at 5:00 p.m.

4:45 p.m. Guard will ride the elevator to the top of the tower and clear all tourists by directing them to the elevator. Once the elevator has descended, the guard will walk down the tower stairs to ensure there is no one remaining. (NOTE: In the event someone is left in an area of the Courthouse and any liabilities are incurred, they will be billed to the CONTRACTOR).

5:00 p.m. Lock all doors in Courthouse and make a final round of all doors and windows.

COURTHOUSE GENERAL RULES

- All common areas of the Courthouse are open to the public and at no time shall a special event block access to the general public.
- Elevators have a maximum load of 10 persons.
- Excluding seeing eye dogs, no pets are allowed in building.
- No bicycles, roller blades, roller skates, or skateboards are allowed in the building.
- Restrooms are for the use of the general public. At no time shall the restrooms be used for bathing.
- No object shall be thrown from the clock tower
- No smoking on Courthouse premises.

ATTACHMENT B3

**MURAL ROOM - GENERAL RULES
Main Courthouse, Building F02003**

OCCUPANCY

The Mural Room can hold up to 75 people. If the event involves more than 50 persons, all doors to the Mural Room must be opened for fire safety.

FOOD

No food or drink is allowed in the Mural Room.

MOVING OF FURNITURE

If the furniture needs to be moved it must be lifted (not dragged) and then replaced after the event.

MISCELLANEOUS ITEMS

No rice, bird seed, or any types of confetti shall be thrown in any part of the Courthouse.

No candles are permitted anywhere on the premises.

No taping, stapling, nailing, or attaching items to walls or doors.

All events must end by 4:30 p.m. Security Guard will not be paid overtime for failure to end events and clear building by 5:00 p.m.

ATTACHMENT C
HOLIDAY SCHEDULE

Name of Holiday	Date Holiday falls on:	Date weekend guard schedule will apply:
Independence Day	Friday, July 4, 2008	Same
Labor Day	Monday, September 11, 2008	Same
Veteran's Day	Tuesday, November 11, 2008	Same
Thanksgiving Day	Thursday, November 27, 2008	Same
Day after Thanksgiving	Friday, November 28, 2008	Same
Christmas Day	Thursday, December 25, 2008	Same
New Year's Day	Thursday, January 1, 2008	Same
Martin Luther King's Birthday	Monday, January 19, 2008	Same
Washington's Birthday	Monday, February 16, 2008	Same
Memorial Day	Monday, May 25, 2008	Same

2009/2010 holiday schedule to be submitted prior to July 1, 2009.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000442676-11

PRODUCER

Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Core Svcs 213-346-5257 /Connie Liu 213-346-5754

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A XL Insurance America, Inc.

COMPANY
B ACE American Insurance Company

COMPANY
C Indemnity Insurance Company of North America

COMPANY
D N/A

502375-ALL-CAS-08/09 SEC AI EX9

INSURED

Securitas Holdings, Inc., Including:
· Securitas Security Services USA, Inc.;
· Pinkerton Consulting & Investigations;
· Burns Int'l Services Company, LLC
4330 Park Terrace Drive
Westlake Village, CA 91361

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	US00005451LI08A	01/01/08	01/01/09	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Excess of \$500,000 SIR				FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ N/A
B	AUTOMOBILE LIABILITY	ISA H07839169	01/01/08	01/01/09	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY	US00005452LI08A	01/01/08	01/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44482186 (AOS)	01/01/08	01/01/09	<input checked="" type="checkbox"/> WG STATU-TORY LIMITS	OTH-ER
		WCUC44482174* (CA,OH,WA)	01/01/08	01/01/09	EL EACH ACCIDENT	\$ 1,000,000
		SCFC44482198 (WI)	01/01/08	01/01/09	EL DISEASE-POLICY LIMIT	\$ 1,000,000
		"* \$750,000 S.I.R."			EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
B	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input checked="" type="checkbox"/> INCL				
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Contract No. 692190-001; job sites @ Downtown Santa Barbara Facilities and Santa Maria Courthouse County of Santa Barbara, its officers, agents and employees are named as Additional Insured where required by written contract between the Insured and the Certificate Holder (or between the Insured and its client, if different from the Certificate Holder), and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy. Acts or omissions of Additional Insureds are not covered under any circumstances. Additional

CERTIFICATE HOLDER

County of Santa Barbara
Attn: Jackie T. Williams/Tracy Lothery
Courthouse Fast Wing
1105 Santa Barbara Street
Santa Barbara, CA 93101

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services
BY: Mark Sato



MM1(3/02)

VALID AS OF: 01/01/08

ADDITIONAL INFORMATION

DATE (MM/DD/YY)
LOS-000442676-11 01/01/08

PRODUCER

Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Core Svcs 213-346-5257 /Connie Liu 213-346-5754

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

502375-ALL-CAS-08/09 SEC AI EX9

INSURED

Securitas Holdings, Inc., Including:
· Securitas Security Services USA, Inc.;
· Pinkerton Consulting & Investigations;
· Burns Int'l Services Company, LLC
4330 Park Terrace Drive
Westlake Village, CA 91361

COMPANY

G

COMPANY

H

TEXT

CONTINUED FROM DESCRIPTION SECTION:

insured coverage does not apply to the above Workers Compensation or Professional Liability/Employee Theft Liability policies. Where required and where applicable insurance evidence herein is primary.

CERTIFICATE HOLDER

County of Santa Barbara
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Courthouse East Wing
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Santa Barbara, CA 93101

Marsh Risk & Insurance Services

Mark Sato

