

## **ATTACHMENT B**



County of Santa Barbara  
Purchasing Agent  
260 N San Antonio Rd,  
Santa Barbara, CA 93110

# Order CN12591

**Order date**

7/17/2025

**Delivery address**

Santa Barbara County  
REQUESTING DEPARTMENT

805-568-2690

**Vendor**

79277  
TRIUMPH PROTECTION GROUP INC

853 COTTING CT STE D  
VACAVILLE  
CA  
95688

**Bill To**

Santa Barbara County  
AS DIRECTED 805-568-2690

**Refer Inquiries to Buyer**

Karen Leichtweis  
kleichtweis@countyofsb.org

**Terms of payment**

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000493-SECURITY SERVICES	Security Services	2025-08-31	1.00	Lot	200,000.00	200,000.00

**Order Total USD**

**200,000.00**

GENERAL: Contractor to provide Security Services: Foot Patrol, Motor Patrol, and related services as outlined in the included SOW.

CONTRACT PERIOD: Start date 7/1/2025. Termination date, NO LATER THAN 8/31/2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$200,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

In accordance with Section 2-96 of the County Code, 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 of Santa Barbara may forthwith terminate this order.

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to: conserve natural resources, materials, energy, maximize recyclability and recycled content, and reduce toxicity. To view our complete EPPP, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Signed by:

Accepted By: (X)

A handwritten signature in black ink that reads "Laura Klauer".

B86B181D4B6646D...

Print Name/Title: Laura Klauer Sr. Director of Accounting 7/18/2025 | 4:42 PM PDT

Applicable License # (Medical/Contractor/Etc.): \_\_\_\_\_

A handwritten signature in black ink that reads "Phung Loman".

COUNTY OF SANTA BARBARA

## Statement of Work

### Contract Descriptions

The contracts listed below are the locations and the associated services requested for them under the direction of Risk Management unless stated otherwise

#### Contract #1

One 24/7 unarmed security guard to foot patrol 10 Santa Barbara Facilities and assists in the Santa Barbara Administration Building screening services (South County).

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	F01001	Schwartz Building	130 East Victoria Street
2	F01002	McDonald Building	1226 Anacapa Street
3	F01005	Administration Kiosk Office	105 East Anapamu
4	F01003	Administration Building (to include parking lot)	105 East Anapamu
5	F01004	Engineering Building	123 East Anapamu
6	F02001	Hall of Records	1100 Anacapa Street
7	F02002	Courthouse Public Defender	1100 Anacapa Street
8	F02003	County Courthouse (to include basement parking lot)	1100 Anacapa Street
9	F02004	Public Defender East Wing	1105 Santa Barbara Street
10	F01011	Probation Building (exterior parking lot only)	117 East Carrillo Street

## DOWNTOWN SECURITY SCHEDULE OF DUTIES SUNDAY THROUGH SATURDAY SECURITY

### Daily Responsibilities and Tasks for Santa Barbara Downtown Campus:

**7:00pm – 7:00am.** Ensure that all unsheltered individuals are clear from Administration Building entrances. Monitor entrances throughout the night to make sure that individuals are not impeding ingress and egress.

**6:00 a.m.** Guard will begin a campus tour at the Administration Building S/he will then walk over to the McDonald Building and check that outside doors and windows are all secured. S/he will then continue to the Schwartz Building, through the Administration parking lot to the Administration Building, Engineering Building, down to the main Courthouse, Hall of Records, Public Defender, East Wing, District Attorney, and Probation Buildings and verify all is secure.

**6:00 a.m. – 7:00 a.m.** Guard begins to interact with unsheltered individuals letting them know that they need to vacate the properties no later than 7:00am. If there is resistance, contact local Police Department through the Santa Barbara Police Non-Emergency Number (805-882-8900) for assistance.

***(Note: The Santa Barbara Police should only be contacted in those circumstances where there is a threat to health & safety of staff and the community, or they would be considered loitering past the working hours of the campus and refuse to leave. SB Police may ask if the County wants to sign loitering complaint. This should be directed to The County Physical Security Coordinator.)***

**8:00 a.m. – 5:00 p.m.** Guards are to be posted at the Santa Barbara Administration Building during the hours of 8:00 am – 5:00 pm to operate the security screening station (X-Ray and Metal Detection) and respond to emergencies and employee assistance requests.

**5:00 p.m.** Guard will ride the elevator to the top of the Santa Barbara Courthouse 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 Contractor).

**5:00 p.m.** Lock all doors in Courthouse and make a final round of all doors and windows. Once completed, Guard continues to roam other buildings and confirm they are locked.

**5:00 p.m.** Monitor the Administration & Engineering Building facilities to ensure that unsheltered individuals are not setting up in these locations prior to 6:00pm.

On occasions the Administration building is open for after-hour meetings. During these times the Guard will be required to monitor the unlocked door to make sure only those attending the meeting enter the building. Notices will be sent prior to events so Guard knows of the event and how long the doors will be open.

During the evening hours the Guard will be required to monitor all buildings, swiping at the exterior doors. At least twice during each shift the Guard should pass through the basements of the Engineering Building, Administration Building, and the Courthouse. Any issues should be reported as needed by emergency or by documenting on log. Guard should also take note of exterior lights that are not working and note locations.

A video monitoring station for guards has been activated and the Guards should monitor the camera system when not roaming the grounds. They will also work directly with the County Physical Security Coordinator for any Police required responses.

Throughout the night Guard needs to interact with unsheltered individuals to make sure they are not camping (tents), blocking sidewalks, doorways, fire exits, stairways, or any other high traffic areas.

All County facilities, including the Downtown Campus are designated "No Smoking" which includes both security staff and unsheltered individuals. It is appropriate for security staff to remind all unsheltered individuals that smoking is not allowed while on the campus (including evening and overnight hours). Continued smoking is cause for request for removal or exiting from the campus.

**Contract #2**

One unarmed and/or armed security of screening detail at the Santa Barbara Administration Building (South County) and Santa Maria Administration Building (North County).

	<b>Bldg. Code</b>	<b>Name of Location</b>	<b>Address</b>
1	F01005	Santa Barbara Administration Building	105 East Anapamu
2	T02002	Santa Maria Administration Building	511 Lakeside Parkway, Building D

There will be one unarmed guard and one armed guard posted at the entrance of the building(s) five (5) days a week, 8am – 5pm excluding holidays screening individuals entering the facility. The armed guard will conduct periodic on foot campus patrols.

This may require some overtime at the approval of the County Security Officer. Dress code will vary and duties are to be the following but not limited to:

- Knowledge of executive Protection core competencies
- Intelligence gathering
- Detection of suspicious devices and suspicious persons
- Verbal persuasion techniques
- Understand Time and Distance
- Defusing situations
- Audience monitoring

The guards will be required to remain on premises until the end of any after-hours meetings, or the end of a Board of Supervisors (BOS) meeting, even if they have not heard from the Physical Security Officer or Contract Administrator.

**Contract #3**

If requested, one unarmed or armed security guard for weekly public meetings held in the Santa Barbara Administration Buildings.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	F01005	Santa Barbara Administration Building (South County)	105 East Anapamu
2	T02002	Santa Maria Administration Building (North County)	511 Lakeside Parkway, Building D

There will be 1 – 2 armed guards depending on assignment and shift is to be from 6 – 8 hours each but may require some overtime at the approval of the County Physical Security Coordinator. Dress code will vary and duties are to be the following but not limited to:

- Knowledge of executive Protection core competencies
- Intelligence gathering
- Detection of suspicious devices and suspicious persons
- Verbal persuasion techniques
- Understand Time and Distance
- Defusing situations
- Audience monitoring



**Contract #4**

One unarmed security guard for foot patrol of the Santa Barbara Courthouse (South County) on weekends and holidays (excluding Christmas Day) from 9:30 am – 5:30 pm.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	F02003	County Courthouse	1100 Anacapa Street

Between **9:30 and 10:00 am** the guard will make rounds through the courthouse to make sure all the private area doors are closed and locked. At **10:00 am** the guard would then open the courthouse.

At **4:45 pm** the guard would begin sweeping the courthouse letting the visitors know that the Courthouse will be closing at 5:00pm and to start making their way to the exit.

At **5:00 pm** the Courthouse would be closed and locked. The guard would then roam the Courthouse to confirm everyone has vacated the premises and that all doors are secure.

The guard that is stationed at the Santa Barbara Administration Building is to cover all breaks and holidays as well as to be stationed at the Courthouse to do their typical rounds based out of the Courthouse.

**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 public.
- Elevators have a maximum load of 10 persons.
- Excluding service dogs, no pets are allowed in county buildings.
- No bicycles, rollerblades, roller skates or skateboards are allowed in the building.
- Restrooms are for the use of the public. At no time shall the restrooms be used for bathing. If guard notes or is told of someone loitering in the restroom they are to ask the person to leave the facility.
- No object shall be thrown from the clock tower.

All perimeter doors at downtown campus are to be secured no later than 5:00 pm. Authorized individuals are only able to access via badge or key after 5:00 pm. Any door found unsecured and in need of repair is to be reported immediately to Facilities. If criminal activity is suspected, contact 911. Do not place yourself at risk.

**Contract #5**

One unarmed security guard for foot and motor patrol of the following North County Campus locations, 24 hours / 7 days a week, including holidays.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	T02001	Public Health	2115 Centerpointe, Building B
2	T02002	Administration Building	511 Lakeside Parkway, Building D
3	T02005	Social Services	2125 Centerpointe, Building C
4	T02006	Probation	2121 Centerpointe, Building A
5	T03001	Agricultural Commissioner	624 West Foster Road
6	T03010	Public Works	620 West Foster Road
7	T03005	Planning and Development	624 West Foster Road, Building A & B
8	T03006	Technical Services	624 West Foster Road, Building C
9	T03011	Animal Shelter	548 West Foster Road
10	T03101	Behavioral Wellness	500 West Foster Road
11	T03201	Sheriff Substation	812 West Foster Road, Building A
12	T03301	Juvenile Hall	4263 California Boulevard
13	T03403	Vehicles	912 West Foster Road
14	T03403	General Services, Facilities	912 West Foster Road
15	T03403	Public Works	912 West Foster Road

Guards are to patrol the campus locations listed by vehicle and foot during hours of operation. It is expected that guards will conduct 2 x foot patrols per 12-hour shift or 1 x foot patrol per 8-hour shift.

For vehicle patrol:

The vehicle strobe lights must be on between 5:00 pm and 7:00 am daily.

It is unlawful for security vehicles to operate safety lights while on public roads. They should be turned off when traveling on public roads.

For foot patrol:

During evening foot patrol, guards will check perimeter doors for:

- Signs of forced entry
- Suspicious persons and suspicious activity
- Unlocked doors

Perimeter doors should be checked at least twice per shift between 7:00 pm and 7:00 am. Use County issued badge at doors with card readers to verify that you were present to check the doors. For doors without card readers, make note in the Daily Activity Report the time doors were checked.

More stringent measures may be applied as necessary depending on the level of risk and vulnerability, and other criteria deemed vital in determining the level of protection, safety and customer service.

### Contract #6

One unarmed security guard for foot and/or motor patrol of the Santa Maria Courthouse, 2 buildings (North County).

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	T04006	Public Defender	312 East Cook Street, Building A/B
2	T04004	District Attorney	312 East Cook Street, Building C

Guard is to be on premises seven (7) days a week from 5:00 pm – 1:00 am.

Duties will include but are not limited to; patrol of buildings, reporting opening windows, contacting local Law Enforcement for any arrests, etc.

Guards are required to continue County issued badge swipes on the security system but do not have interior access to offices unless otherwise directed by County Contract Administrator.

Guards are not to swipe County ID badges on any Superior Court entry doors.

Badges to access the surrounding perimeter gates will be a separate badge from the County ID badges and will be issued by the County Contract Administrator.

**Contract #7**

Under the direction of Community Services Department, the unarmed security of 2 County Veteran's Buildings and special events held at the Santa Barbara Courthouse and Veteran's Memorial Buildings

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	P05001	Veteran's Memorial Building Lompoc (North County)	100 East Locust Avenue
2	F04001	Veteran's Memorial Building Santa Barbara (South County)	112 West Cabrillo Boulevard
3	F02003	Main Courthouse Santa Barbara (South County)	1100 Anacapa Street

The above three (3) separate locations will be on an as-needed basis according to events scheduled. The duties for all locations will be as follows;

- Most events require the guard(s) to arrive thirty (30) minutes prior to the start of the event and leave thirty (30) minutes after the end of the event. The guard(s) can only be dismissed early by the County Facility Personnel also working the event.
- The guards will be assigned areas for patrol by the County Facility Personnel.
- The guard(s) will look for the following: minors consuming or handling alcohol in any way, destruction of County property, parking violations on County property, campers, littering, etc.

**Standard Building Tasks:**

- Have a company cell phone to communicate with onsite Staff and exchange contact information.
- Onsite Staff will assign posting for the guard(s) and have them rotate throughout the event.
- Guard posted at the entry door will keep a count of the guest coming in and leaving so as not to go over occupancy or estimated guests.
- Onsite Staff and Guards will enforce all building rules. Guards are not to remove any attendee without the presence and approval of onsite County Staff.
- The Guard nearest the bar will be responsible for ensuring no consumption of alcohol is being done by minors attending the event. Guards will assist in clearing the premises after ending of the event then complete a perimeter check to ensure everyone has left the premises.

During the event, Guards will do “rover” checks to make sure there isn’t suspicious activity in the restrooms, courtyard or around the building.

Depending on the organizers, some events may request bag checks, ID checks and/or wristbands. The guard posted at the entry door will assist in this process with the event monitor.

**Contract #8**

For the armed security of any location requested. Duties will be provided upon request of services.

### Contract #9

For the unarmed security of callouts. This will include the North County and South County offices on an as-needed basis. This quote will be for the first shift of request. If the shift extends beyond one shift, all future shifts will be at the normal rate quoted.

Duties will include but are not limited to; patrol of lobbies, contacting local Law Enforcement for any arrests, etc.

		<b>Response Time Required</b>
1	North County Quote during business hours (will include Santa Maria and Lompoc)	8 hours prior
2	North County after hours and weekends (will include Santa Maria and Lompoc)	8 hours prior
3	South County Quote during business hours (will include Santa Barbara, Carpinteria and Goleta)	8 hours prior
4	South County after hours and weekends (will include Santa Barbara, Carpinteria and Goleta)	8 hours prior



**Contract #10**

Under direction of Superior Courts, the unarmed security of one guard for foot and/or motor patrol of the Santa Maria Courthouse (North County). This guard is employed by the County of Santa Barbara on behalf of Superior Court.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	T04004	Superior Court Facilities	312 East Cook Street, Building A/B

Guard is to be on premises seven (7) days a week from 1:00 am – 3:00 am, excluding Christmas Day.

Duties will include but are not limited to; patrol of buildings, reporting opening windows, contacting local Law Enforcement for any arrests, etc. Local patrons, including those visiting the adjacent city ball fields are approved for parking on the Courthouse property if they are using it appropriately.

Further Scope of Duties to follow from Superior Court, if requested.

**Contract #11**

One unarmed security guard for foot and motor patrol of the following South County Campus locations, 24 hours / 7 days a week, including holidays.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	F05002	Isla Vista Community Center	976 Embarcadero Del Mar
2	J02001	Casa del Mural, Building 6	4570 Calle Real
3	J02002	Casa Nueva	260 North San Antonio Road
4	J02003	Public Health, Building 1	300 North San Antonio Road
5	J02004	Public Health, Building 8	300 North San Antonio Road
6	J02006	Behavioral Wellness Annex (Women's)	260 North San Antonio Road
7	J02007	Children's Services	429 North San Antonio Road
8	J02008	Employee Health & Wellness Center	427 Camino Del Remedio
9	J02014	Public Health, Building 4	345 Camino Del Remedio
10	J02016	Public Health, Building 3	315 Camino del Remedio
11	J02020	Agricultural Commissioner	263 Camino del Remedio
12	J02022	Employee University	267 Camino del Remedio
13	J02023	Casa Omega	310 Camino del Remedio
14	J02028	Social Services	234 Camino Del Remedio
15	J02030	VA/Elections	4440 Calle Real
16	J05020	Emergency Operations Center	4408 Cathedral Oaks

Guards are to patrol the campus locations listed by vehicle and foot during hours of operation. It is expected that guards will conduct 2 x foot patrols per 12-hour shift or 1 x foot patrol per 8-hour shift.

For vehicle patrol:

The vehicle strobe lights must be on between 5:00 pm and 7:00 am daily.

It is unlawful for security vehicles to operate safety lights while on public roads. They should be turned off when traveling on public roads.

For foot patrol:

During evening foot patrol, guards will check perimeter doors for:

- Signs of forced entry
- Suspicious persons and suspicious activity
- Unlocked doors

Perimeter doors should be checked at least twice per shift between 7:00 pm and 7:00 am. Use County issued badge at doors with card readers to verify that you were present to check the doors. For doors without card readers, make note in the Daily Activity Report the time doors were checked.

More stringent measures may be applied as necessary depending on the level of risk and vulnerability, and other criteria deemed vital in determining the level of protection, safety and customer service.

**Contract #12****Campus Security Guard**

Under the direction of Behavioral Wellness: Provides general guard and patrol duties on interiors and exteriors of buildings.

Hours: Monday – Friday, 8:00 am – 5:00 pm.

Additional hours available upon request and acceptance by vendor.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	J02017	Behavioral Wellness Clinic (North County)	425 Central Avenue
2	P03003	Lompoc Administration Building (North County)	401 East Cypress Avenue
3	T06001	Behavior Wellness Crisis Stabilization Unit (North County)	116 Agnes Street
4	J02016	Full-Service Partnerships Program (South County)	315 Camino del Remedio, Suite #258
5	T05003	Behavior Wellness Clinic (North County)	212 West Carmen Lane
6	J02016	Psychiatric Health Facility (South County)	315 Camino Del Remedio
7	F01020	BeWell Haley Street (South County)	315 West Haley Street

Security services to act as a deterrent to visitors and clients acting in a threatening, inappropriate manner or violating County policies. Remain available, through issued cell phone and radio to receive direction and communication from clinic managers, supervisors and staff to respond in relation to above threats. In extreme cases, may intervene to remove violent individuals from premises until Law Enforcement can respond.

May be requested to remove or facilitate the removal of individuals that violate County policies such as improper overnight parking, camping, smoking in non-designated areas, etc.

Reports any non-emergency safety issues encountered on patrol to Department contact (e.g. slip and fall hazard, improperly parked vehicles, etc.).

Patrols interiors and exteriors of location four (4) times per shift or approximately every 1.5 hours.

Provides written reports of any incidents and/or any noted safety hazards. Reports of incidents must be provided within twenty-four (24) hours of incident.

May be requested to participate in security meetings, safety trainings at an additional cost to Behavioral Wellness or planning sessions for Behavioral Wellness facilities or campus security

**Locations #6 and #7 – BeWell PHF and Haley Street – special instructions**

Under the direction of Behavior Wellness: One full-time unarmed guard to provide 24 hours/7 days a week (Sunday through Saturday) to patrol security for exterior and interior parts of the building.

All Shifts - 12 hours shifts: 6:00am - 6:00pm and 6:00pm - 6:00am

**Time of Operation:** 24/7. Does not exclude holidays.

Additional requirements for these locations include: training for screening with a handheld metal detector, restraint techniques, understanding of PHF policy and procedure, pass PHF-specific response training, and have an updated Live Scan before starting post.

**Breaks:** Lunch hour to be taken but Contractor must ensure a guard is always on duty. Guards may bring lunch and eat on campus. Breaks must be taken as required. Guards are to be “Duty Free” during lunch and breaks. However, if an emergency call for assistance is received it is expected that the guard will respond. Once the response concludes the guard may immediately return to their break. If guards need to leave post for non-work related reasons, it is the Contractor’s responsibility to provide coverage for the post during this time.

**Patrols:** Guards are to patrol the campus by foot for the entire shift. Guards will make random patrols around the exterior of the building and any interior areas they have access. This will allow for security presence to the public but guards are not to enter beyond secured areas unless instructed by Behavioral Wellness Management Personnel. Guards should call the South County Campus Patrol for back-up purposes and information sharing.

**Contract #13**

Under the direction of the Santa Barbara County Sheriff's Office: three armed security guards and one armed security Supervisor to provide courtroom security at the Santa Barbara Courthouse.

Hours: Weekdays, excluding Superior Court holidays, from 8:00am – 5:00pm.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	F02003	County Courthouse Dept #3 (South County)	1100 Anacapa St
2	F02003	County Courthouse Dept #4 (South County)	1100 Anacapa St
3	F02003	County Courthouse Dept #5 (South County)	1100 Anacapa St
4	F02003	County Courthouse Dept #9 *Supervisor* (South County)	1100 Anacapa St

At **8:00 am** the guard will open the assigned courtroom and remain posted at the bailiff desk within the courtroom located between the judge and the audience.

At **12:00 pm**, or when the courtroom commences the afternoon recess, the guard will lock the courtroom and be free to leave for his/her lunch break.

At **1:30 pm**, or when the courtroom commences activities, the guard will re-open their assigned courtroom and return to the bailiff desk.

At **5:00 pm**, or when the courtroom concludes activity, the guard will ensure all members of the public have vacated, then close and lock the courtroom.

In the event a guard's assigned courtroom is not in session, that guard shall be responsible for roving the active civil courtrooms (Departments 3,4,5 & 9) and covering breaks when necessary. If all courtrooms are active, the assigned supervisor shall be responsible for covering short breaks when necessary.

Fulfilling these assignments may require some overtime.

Dress code shall consist of a Security uniform maintained in a neat and professional manner.

**Duties of the guard include, but are not limited to, the following:**

- Maintain a security presence inside the courtroom.
- Ensure proper courtroom demeanor through verbal counseling of disruptors. If further assistance is needed, a Sheriff's Deputy shall be requested.
- As requested by the Judge and/or Clerk, assist in routine administrative tasks such as the passing of paperwork.
- Remain attentive when court is in session, abstaining from distractions such as the use of a cell phone or other electronic devices.
- Resolve conflict through verbal de-escalation tactics and utilize physical force as an absolute last resort.
- Utilize a Sheriff's Office provided portable radio to call for a Sheriff's Deputy to assist if a situation appears to be escalating to the point that physical force may be necessary or if a person needs to be taken into custody.

**Activities the guard is prohibited from engaging in include:**

- Taking charge of, or providing directions to, a jury.
- Direct contact with inmates, or escorting inmates to any location at any time.
- Providing legal advice or direction to anyone inside or outside the courtroom.
- Calling a courtroom to order or recess or otherwise engaging in activities specific to a Courtroom Bailiff.
- Engaging in any behavior that is distracting or disruptive to court proceedings.

**SANTA BARBARA 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 services dogs, no pets are allowed in county buildings.
- No bicycles, rollerblades, 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. If the guard notes or is told of someone loitering in a restroom, they are to ask the person to leave the facility and shall call for the assistance of a Sheriff's Deputy if the person refused to comply.
- No object shall be thrown from the clock tower.

**Contract #14**  
**Social Services Department**

**Campus Security Guard**

Hours: Monday – Friday, 8:00 am – 5:00 pm

Additional hours available upon request and acceptance by vendor.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	T02005	Social Services (North County)	2125 Centerpointe Building C
2	P07001	Social Services (North County)	1100 West Laurel Avenue

**Patrol areas:**

- Public areas such as main lobby, entrances adjoining parking lot and exterior areas surrounding entire building.
- Guard assigned to Lompoc Location are to be shared with Lompoc Health Care Center and Lompoc Wellness Building.

Under the direction of Social Services: Provides general security services to act as a deterrent to visitors and clients acting in a threatening, inappropriate manner or violating County policies. Remain available through issued cell phone and radio to receive direction and communication from staff and respond in relation to the above threats. In extreme cases, guards may intervene to de-escalate a situation or remove a threatening or violent individual from premises until Law Enforcement can respond.

Guard may be requested to remove or facilitate the removal individuals that violate County policies such as improper overnight parking, camping, smoking in non-designated areas, etc. Reports any non-emergency safety issues encountered on patrol to Department contact (e.g. slip and fall hazard, improperly parked vehicles, etc.).

Patrols interiors and exteriors of locations listed above four times per work day or approximately every 1.5 hours. Provides written reports of any incidents and/or any noted safety hazards. Reports of incidents must be provided within twenty-four (24) hours of incident.

May be requested to participate in security meetings or planning sessions for Social Services Facilities or campus security.



**Social Services Department Additional Services – Motor Patrol**

	<b>Name of Location</b>	<b>Address</b>
1	Department of Social Services (North County)	2125 Centerpointe Parkway

Motor patrol security services to act as a deterrent to visitors and clients acting in threatening, inappropriate manner or violating County policies.

May be requested to remove or facilitate the removal of individuals that violate County policies such as improper overnight parking, camping, smoking in non-designated areas, etc.

Reports any non-emergency safety issues encountered on patrol to Department contact (e.g. slip and fall hazard, improperly parked vehicles, etc.).

**Contract #15**  
**Public Health Department**

**Campus Security Guard**

Hours: Monday – Friday, 8:00 am – 5:00 pm

Additional hours available upon request and acceptance by vendor.

	<b>Building Code</b>	<b>Name of Location</b>	<b>Address</b>
1	FL3007	Public Health Franklin Clinic (South County)	1136 East Montecito Street
2	J02003	Public Health Building 1 (South County)	300 North San Antonio Road
3	J02004	Public Health Building 8 (South County)	300 North San Antonio Road
4	T02001	Public Health Care Center (North County)	2115 Centerpointe Building B
5	PO7001	Public Health Care Center (North County)	301 North R Street
6	PO7004	Public Health Wellness Center (North County)	1109 West Chestnut Avenue

**Patrol areas:**

- Interior of 300 North San Antonio Road, Building 1 includes public areas such as hallways, conference rooms and restrooms. Does not include private offices unless directed to these areas.
- Exterior of 300 North San Antonio Road, Building 8 parking lot and surrounding areas.
- Guard assigned to Lompoc Clinic and Wellness Center is to be shared with Lompoc Social Services.

Under the direction of Public Health: Provides general security services to act as a deterrent to visitors

and clients acting in threatening, inappropriate manner or violating County policies. Remain available through issued cell phone and radio to receive direction and communication from staff and respond in relation to above threats. In extreme cases, guard may intervene to de-escalate a situation or remove a threatening or violent individual from premises until Law Enforcement can respond.

Guard may be requested to remove or facilitate the removal of individuals that violate County policies such as improper overnight parking, camping, smoking in non-designated areas, etc.

Reports any non-emergency safety issues encountered on patrol to Department contact (e.g. slip and fall hazard, improperly parked vehicles, etc.).

Patrols interiors and exteriors of locations listed above four times per work day or approximately every 1.5 hours. Provides written reports of any incidents and/or any noted safety hazards. Reports of incidents must be provided within twenty-four (24) hours of incident.

May be requested to participate in security meetings or planning sessions for Public Health facilities or campus security

**ATTACHMENT A**

Contract Pricing - Revised 7.18.2025

CONTRACT #1							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price (weekday and weekend)	Holiday Price	Overtime Price
1	F01001	Schwartz Building	130 East Victoria Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
2	F01002	McDonald Building	1226 Anacapa	Foot (unarmed)	\$27.81	\$41.20	\$41.20
3	F01005	Administration Kiosk Office	105 East Anapamu	Foot (unarmed)	\$27.81	\$41.20	\$41.20
4	F01003	Administration Building (to include parking lot)	105 East Anapamu	Foot (unarmed)	\$27.81	\$41.20	\$41.20
5	F01004	Engineering Building	123 East Anapamu	Foot (unarmed)	\$27.81	\$41.20	\$41.20
6	F02001	Hall of Records	1100 Anacapa Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
7	F02002	Courthouse Public Defender	1100 Anacapa Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
8	F02003	County Courthouse (to include basement parking lot)	1100 Anacapa Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
9	F02004	Courthouse East Wing	1105 Santa Barbara Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
10	F01011	Probation Building (exterior parking lot only)	117 East Carrillo Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
CONTRACT #2							
	Building Code	Name of Location	Address	Cost for Unarmed Guard	Cost for Armed Guard		
1	F01005	Santa Barbara Administration Building	105 East Anapamu	\$27.81	\$34.00		
2	T02002	Santa Maria Administration Building	511 Lakeside Parkway, Building D	\$27.81	\$34.00		
CONTRACT #3							
	Building Code	Name of Location	Address	Cost for Unarmed Guard	Cost for Armed Guard with Concealed Carry Weapon (CCW)		
1	F01005	Santa Barbara Administration Building	105 East Anapamu	\$27.81	\$53.56		
2	T02002	Santa Maria Administration Building	511 Lakeside Parkway, Building D	\$27.81	\$53.56		
CONTRACT #4							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	F02003	County Courthouse	1100 Anacapa Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20

CONTRACT #5							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	T02001	Public Health	2115 Centerpointe, Building B	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
2	T02002	Administration Building	511 Lakeside Parkway, Building D	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
3	T02005	Social Services	2125 Centerpointe, Building C	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
4	T02006	Probation	2121 Centerpointe, Building A	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
5	T03001	Agricultural Commissioner	624 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
6	T03010	Public Works	620 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
7	T03005	Planning and Development	624 West Foster Road, Building A & B	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
8	T03006	Technical Services	624 West Foster Road, Building C	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
9	T03011	Animal Shelter	548 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
10	T03101	Behavioral Wellness	500 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
11	T03201	Sheriff Substation	812 West Foster Road, Building A	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
12	T03301	Juvenile Hall	4263 California Boulevard	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
13	T03403	Vehicles	912 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
14	T03403	General Services, Facilities	912 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20
15	T03403	Public Works	912 West Foster Road	Foot and Motor (Unarmed)	\$27.81	\$41.20	\$41.20

Motor Patrol - Contract 5

	Name of Location	Address	Weekly Fuel Charge
	Santa Maria Mobile Patrol	North County Locations	\$412.00

Contract #6							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	T04006	Public Defender	312 East Cook Street, Building A/B	Foot (unarmed)	\$27.81	\$41.20	\$41.20
2	T04004	District Attorney	312 East Cook Street, Building C	Foot (unarmed)	\$27.81	\$41.20	\$41.20

## Motor Patrol (optional) - Contract 6

	Name of Location	Address	Hourly Unarmed Price	Weekly Fuel Charge
	Santa Maria Mobile Patrol	North County Locations	\$27.81	\$412.00

Contract #7							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	P05001	Veteran's Memorial Building Lompoc	100 East Locust Avenue	Foot (unarmed)	\$27.81	\$41.20	\$41.20
2	F04001	Veteran's Memorial Building Santa Barbara	112 West Cabrillo Boulevard	Foot (unarmed)	\$27.81	\$41.20	\$41.20
3	F02003	Main Courthouse Santa Barbara	1100 Anacapa Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20

Contract #8 (Cost for <u>Armed</u> security guard)							
		Hourly Price (without CCW)	Hourly Price (with CCW)	Holiday Price (without CCW)	Holiday Price (with CCW)	Overtime Price (without CCW)	Overtime Price (with CCW)
1	Armed Security Guard	\$34.00	\$53.56	\$50.47	\$78.80	\$50.47	\$78.80

Contract #9 (unarmed callouts)						
		Hourly Price	Holiday Price	Overtime Price	Required Response Time	
1	North County Quote during business hours (will include Santa Maria and Lompoc)	\$27.81	\$41.72	\$41.72	8 hrs Prior	
2	North County after hours and weekends (will include Santa Maria and Lompoc)	\$27.81	\$41.72	\$41.72	8 hrs Prior	
3	South County Quote during business hours (will include Santa Barbara, Carpinteria and Goleta)	\$27.81	\$41.72	\$41.72	8 hrs Prior	
4	South County after hours and weekends (will include Santa Barbara, Carpinteria and Goleta)	\$27.81	\$41.72	\$41.72	8 hrs Prior	

Contract #10							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	T04004	Superior Court Facilities	312 East Cook Street, Building A/B	Foot (unarmed)	\$27.81	\$41.20	\$41.20

Motor Patrol (optional) - Contract 10

Name of Location	Address	Hourly Unarmed Price	Weekly Fuel Charge
Santa Maria Mobile Patrol	North County Locations	\$27.81	\$412.00

Contract #11							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	F05002	Isla Vista Community Center	976 Embarcadero Del Mar	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
2	J02001	Casa del Mural, Building 6	4570 Calle Real	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
3	J02002	Casa Nueva	260 North San Antonio Road	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
4	J02003	Public Health, Building 1	300 North San Antonio Road	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
5	J02004	Public Health, Building 8	300 North San Antonio Road	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
6	J02006	Behavioral Wellness Annex (Women's)	260 North San Antonio Road	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
7	J02007	Children's Services	429 North San Antonio Road	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
8	J02008	Employee Health & Wellness Center	427 Camino Del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
9	J02014	Public Health, Building 4	345 Camino Del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
10	J02016	Public Health, Building 3	315 Camino del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
11	J02020	Agricultural Commissioner	263 Camino del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
12	J02022	Employee University	267 Camino del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
13	J02023	Casa Omega	310 Camino del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
14	J02028	Social Services	234 Camino Del Remedio	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
15	J02030	VA/Elections	4440 Calle Real	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20
16	J05020	Emergency Operations Center	4408 Cathedral Oaks	Foot and Motor Patrol (unarmed)	\$27.81	\$41.20	\$41.20

Name of Location	Address	Weekly Fuel Charge
South County Mobile Patrol	South County Locations	\$412.00

Contract #12							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	J02017	Behavioral Wellness Clinic	425 Central Avenue	Foot (unarmed)	\$27.81	\$41.20	\$41.20
2	P03003	Lompoc Administration Building	401 East Cypress Avenue	Foot (unarmed)	\$27.81	\$41.20	\$41.20
3	T06001	Behavior Wellness Crisis Stabilization Unit	116 Agnes Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20
4	J02016	Full Service Partnerships Program	315 Camino del Remedio, Suite #258	Foot (unarmed)	\$27.81	\$41.20	\$41.20
5	T05003	Behavior Wellness Clinic (North County)	212 West Carmen Lane	Foot (unarmed)	\$27.81	\$41.20	\$41.20
6	J02016	Psychiatric Health Facility (South County)	315 Camino Del Remedio	Foot (unarmed)	\$27.81	\$41.20	\$41.20
7	F01020	BeWell Haley Street (South County)	315 West Haley Street	Foot (unarmed)	\$27.81	\$41.20	\$41.20

Contract #13							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	F02003	County Courthouse Dept #3	1100 Anacapa St	Foot (armed)	\$42.23	\$63.35	\$63.35
2	F02003	County Courthouse Dept #4	1100 Anacapa St	Foot (armed)	\$42.23	\$63.35	\$63.35
3	F02003	County Courthouse Dept #5	1100 Anacapa St	Foot (armed)	\$42.23	\$63.35	\$63.35
4	F02003	County Courthouse Dept #9 *Supervisor*	1100 Anacapa St	Foot (armed)	\$46.00	\$69.00	\$69.00

Contract #14							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	T02005	Social Services	2125 Centerpointe Bldg C	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47
2	P07001	Social Services	1100 West Laurel Avenue	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47

## Motor Patrol - Contract 14

	Name of Location	Address	Hourly Unarmed Price	Weekly Fuel Charge
1	Dept of Social Services	2125 Centerpointe Parkway	\$27.81	\$412.00

Contract #15							
	Building Code	Name of Location	Address	Patrol Type	Hourly Price	Holiday Price	Overtime Price
1	FL3007	Public Health Franklin Clinic	1136 E Montecito Street	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47
2	J02003	Public Health Building 1	300 North San Antonio Road	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47
3	J02004	Public Health Building 8	300 North San Antonio Road	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47
4	T02001	Public Health Care Center	2115 Centerpointe Bldg B	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47
5	PO7001	Public Health Care Center	301 North R Street	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47
6	PO7004	Public Health Wellness Center	1109 West Chestnut Ave	Foot (unarmed/armed)	\$27.81/\$34.00	\$41.20/\$50.47	\$41.20/\$50.47





## STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

**THESE TERMS & CONDITIONS** ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will 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 taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict of interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

### 6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

- A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.
- B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

### 13. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.
2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. 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.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. 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. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services; (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

24. **NO WAIVER.** 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 Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance  
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to

provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

## **Federal Clauses**

### **Exhibit D**

#### **Additional Federal Clauses Applicable for Federal Funding under this Agreement:**

#### **(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)**

##### **1. REMEDIES FOR NONCOMPLIANCE**

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

##### **2. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive



considerations for employment without regard to race, color, religion, sex, or national origin.

- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### 3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

#### A. Clean Air Act

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### B. Federal Water Pollution Control Act

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### 4. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14056, section 101, Policy.

## 7. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
- i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
  - i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
  - i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

## 8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

13. MANDATORY DISCLOSURE

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

#### 14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain covered telecommunications equipment or services;
  - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means and of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.



**EXHIBIT E**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:  
  
B86B181D4B6646D...  
Signature of Contractor's Authorized Official

Laura Klauer  
Sr. Director of Accounting  
Name and Title of Contractor's Authorized Official

7/18/2025 | 4:42 PM PDT  
Date