

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC_____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Miller Security & Investigations, Inc. d/b/a Bomar Security & Investigations with an address at 222 W Carmen Lane #204, Santa Maria, CA 93458 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Michael Garripee at phone number 805-928-5222 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

To County: Director
 Santa Barbara County
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Michael Garripee, CFO
 Bomar Security & Investigations
 222 W Carmen Lane #204
 Santa Maria, CA 93458
 Phone: 805-928-5222
 Fax: 805-928-1114

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

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on 7/1/2019 and end performance upon completion, but no later than 6/30/2022 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Exhibit B, Section 6 following completion of the increments identified in Exhibit B.

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by

state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

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

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

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in a written notice to Contractor, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. **Upon termination,** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or

produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

34. MANDATORY DISCLOSURE.

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any

of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

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

- A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

36. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

37. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this award.

38. PROCUREMENT OF RECOVERED MATERIALS.

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

Agreement for Services of Independent Contractor between the **COUNTY OF SANTA BARBARA** and **MILLER SECURITY & INVESTIGATIONS, INC., d.b.a. BOMAR SECURITY & INVESTIGATIONS.**

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

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

MILLER SECURITY & INVESTIGATIONS, INC.:

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

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

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

THIS AGREEMENT INCLUDES:

- A. Exhibit A – Statement of Work
- B. Exhibit B – Payment Arrangements
- C. Exhibit B-1 – Schedule of Fees
- D. Exhibit C – Standard Indemnification and Insurance Provisions

EXHIBIT A
STATEMENT OF WORK

1. **CONTRACTOR** shall provide the security services listed below.

Types of services:

A. Security patrol stops.

1. Stops are a minimum of ten minutes.
2. Officer to go around exterior of facility, check for open windows and doors, check for open windows and doors on County vehicles, and submit patrol reports to Behavioral Wellness.

B. Security officer.

1. Uniformed security officer to stand post inside facility and to provide patrol checks as needed.

2. **CONTRACTOR** shall meet the following service requirements:

- A. Shall not have in their possession any enforcement equipment (i.e. baton, mace, handcuffs, weapons) when appearing for duty.
- B. Perform inspection, detection and investigation of all security-related incidents and matters of public safety and report same to appropriate authorities.
- C. Respond promptly and appropriately to all security-related emergencies.
- D. Contact appropriate County representative, law enforcement and/or emergency response personnel as required in the event of an emergency.
- E. Carry devices (i.e. smartphone, walkie talkie) to ensure continuous communication and immediate response to requests from County staff.
- F. Escort County staff and visitors to personal vehicles and other areas of the campus during overnight hours or as requested.
- G. Escort disruptive individuals, unauthorized visitors and trespassers off of the property and/or request law enforcement assistance when necessary.
- H. Provide assistance to County staff in the de-escalation of disruptive and hostile individuals.
- I. As a last resort and only at the request of County staff, assist in the detainment of a physically assaultive individual until law enforcement arrives. Contractor shall not independently initiate a detainment at any time.

3. **CONTRACTOR** will provide security services at the following locations and according to the following schedules:

A. Security officers:

1. **212 West Carmen Lane, Santa Maria:**
 - i. Seven days per week
 - ii. Hours: 24 hours/day

2. **500 West Foster Rd., Santa Maria:**

- i. Monday to Friday
- ii. Hours: 08:00 – 17:00

3. **116 Agnes Ave., Santa Maria:**

- i. Seven days per week
- ii. Hours: 19:00 – 07:00

4. **4444 Calle Real, Santa Barbara:**

- i. Monday to Friday
- ii. Hours: 08:00 – 17:00

5. **66 S. San Antonio Road, Santa Barbara:**

- iii. Seven days per week
- iv. Hours: 19:00 – 07:00

B. Security patrol stops (4 stops daily at each location):

- 1. 2034 De La Vina St, Santa Barbara
- 2. 429 N San Antonio Rd, Santa Barbara
- 3. 116 Agnes St, Santa Maria

C. Overtime/Double Time. Contractor shall schedule security officers to minimize the cost of overtime and/or double time to County. Contractor shall not schedule a security officer for a shift lasting longer than 12 hours without the written authorization of the Behavioral Wellness Facilities Manager or his designee. Contractor shall adhere to all applicable laws regarding overtime/double time.

D. Schedule Changes. All schedules are subject to change at the direction of the Behavioral Wellness Facilities Manager. All changes will be requested in writing.

E. Location Changes. County's Designated Representative or her designee may remove a location from this Section 3 upon written notice to Contractor. Contractor shall cease security operations at a removed location on the date specified in the notice. BeWell may request to add locations upon written notice to, and written acceptance by, Contractor. Contractor shall be compensated at the rates set forth in Exhibit B-1 for any additional services provided.

- 4. **CONTRACTOR** shall provide all management, training, supervision, manpower, materials, supplies, and equipment (except as otherwise noted), and shall plan, schedule, coordinate, and assure effective performance of all services described herein.
- 5. **CONTRACTOR** shall submit daily activity and incident reports of security officers' daily security functions, as outlined in the Post Orders. This shift report will contain an accurate detailed account of the time and extent of patrols executed, all duties performed, and conditions on the site, including but not limited to insecure premises (doors, windows or gates), site lighting conditions, and other items of interest. An Incident Report (IR) will be completed and delivered to County in the event of a major incident such as fire, safety issue or health hazard, accidents, thefts, property damage, the presence of unauthorized persons/vehicles, etc.

EXHIBIT B
PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees [Exhibit B-1])

1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Contract, Contractor shall be paid at the rates specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$607,437.00** for FY 19-20, **\$641,164.02** FY 20-21, and **\$654,168.00** for FY 21-22, for a total contract maximum not to exceed **\$1,902,762.02** during the term of this Agreement.
2. **PAYMENT FOR SERVICES.** Payment for services and/or reimbursement of costs shall be made based upon the services provided as set forth in Exhibit A as determined by County. Invoices submitted for payments that are based upon Exhibit B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. **EXPENDITURE OF FUNDS.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A. Such funds shall be the sole source of funds paying for the positions, staffing levels, and operational and other costs as contained in the services described in Exhibit A. Violation of this provision or use of County funds for purposes other than described in Exhibit A shall constitute a material breach of this agreement.
4. **MONTHLY INVOICE.** Contractor shall submit to County designated representative a monthly invoice, as set forth in Section 6 below, or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Agreement Number. If County finds the invoices or certified claims to be satisfactory and within the cost basis of Exhibit B-1, County shall initiate payment processing, which shall be completed within thirty (30) days of presentation.
5. **PROPER INVOICE.** Contractor's invoices for reimbursement shall include the following:
 - A. Contract number assigned by County.
 - B. Signature of an authorized representative of Contractor.
6. Invoices shall be delivered to the following designated representative:

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110-1316
ap@sbcbswell.org

 - A. **Fiscal Year:** County operates on a July-through-June fiscal year. Claims for service provided in any fiscal year must be submitted for payment during the same fiscal year, with the single exception of claims submitted for June services. June services may be claimed no later than July 31, one month after the end of County fiscal year. June claims that are submitted after July 31 shall not be honored by County unless Contractor has obtained from County prior written approval to the contrary.
 - B. **Audit Disallowance:** Contractor understands that any records of revenues or expenditures under this Agreement are required to comply with federal or state regulations and may be audited by the appropriate federal, state or county agency. In the event of an audit disallowance of any claimed

cost which is subject to compliance with state or federal regulations, County shall not be liable for any lost revenue resulting therefrom.

- C. Documentation: Contractor shall maintain full and complete documentation of all expenses associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee, receipts for supplies, applicable sub-contractor invoices, applicable overhead and indirect expenditures, and other such documentation required to substantiate overall costs of delivering the required services. All reported costs are subject to audit verification.
 - D. No Waiver: County's failure to discover or object to any unsatisfactory work or claims prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
7. **CORRECTION OF WORK.** County retains the right to require Contractor to correct unsatisfactory work or billings or seek any other legal remedy in the event County fails to discover or object to unsatisfactory work or billings prior to payment.
8. **SETTLEMENT.**
- A. Collection of Funds: Any funds due and owing under this Agreement from Contractor to County may be collected, at County's sole discretion, by cash payment due and payable within thirty (30) days or by credit on funds to be paid to Contractor under the terms of this Agreement.
 - B. Withhold Pending Compliance: In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment until such noncompliance has been corrected.

**EXHIBIT B-1
SCHEDULE OF FEES**

FISCAL YEAR 2019 – 2020

<u>Time Period</u>	<u>Monthly Fee</u>	<u>Fee for the 6 Month Period</u>
7/1/19 - 12/31/19	\$48,892.83	\$293,356.98
1/1/20 - 6/30/20	\$52,346.67	\$314,080.02
Maximum Contract Amount for FY 19-20		\$607,437.00

FISCAL YEAR 2020 – 2021

<u>Time Period</u>	<u>Monthly Fee</u>	<u>Fee for the 6 Month Period</u>
7/1/20 - 12/31/20	\$52,346.67	\$314,080.02
1/1/21 - 6/30/21	\$54,514.00	\$327,084.00
Maximum Contract Amount for FY 20-21		\$641,164.02

FISCAL YEAR 2021 – 2022

<u>Time Period</u>	<u>Monthly Fee</u>	<u>Fee for the 6 Month Period</u>
7/1/21 - 12/31/21	\$54,514.00	\$327,084.00
1/1/22 - 6/30/22	\$54,514.00	\$327,084.00
Maximum Contract Amount for FY 21-22		\$654,168.00
TOTAL CONTRACT MAXIMUM NOT TO EXCEED FY 19-22		\$1,902,762.02

Rates Effective 7/1/19- 12/31/19

1. STANDARD RATES.

	SERVICES	UNIT OF REIMBURSEMENT	COST PER UNIT	UNITS OF SERVICE	MONTHLY ESTIMATE
1	Security officer 212 West Carmen Lane Santa Maria	Per hour	\$21.50 *Premium time: \$30.75	24 hours x 7 days per week	\$15,861.50
2	Security officer 500 West Foster Rd. Santa Maria	Per hour	\$21.50 *Premium time: \$30.75	8 hours x 5 days per week	\$3,751.33
3	Security officer 116 Agnes Ave. Santa Maria	Per hour	\$21.50 *Premium time: \$30.75	8 hours x 7 days per week	\$5,287.17
4	Security officer 4444 Calle Real Santa Barbara	Per hour	\$21.50 *Premium time: \$30.75	8 hours x 5 days per week	\$3,751.33
5	Security officer 66 S. San Antonio Road Santa Barbara	Per hour	\$21.50 *Premium time: \$30.75	12 hours x 7 days per week	\$7,930.75
6	Security Officer Locations TBD **	Per hour	\$21.50 *Premium time: \$30.50	12 hours x 7 days per week	\$7,930.75
7	Security patrol stops 2034 De La Vina St Santa Barbara	Per stop	\$12.00	4 stops daily	\$1,460.00
8	Security patrol stops 429 N San Antonio Rd Santa Barbara	Per stop	\$12.00	4 stops daily	\$1,460.00
9	Security patrol stops 116 Agnes St Santa Maria	Per stop	\$12.00	4 stops daily	\$1,460.00
				MONTHLY:	\$48,892.83
				Fee for 6 month period	\$293,356.98

Rates Effective 1/1/20 - 6/30/20

2. STANDARD RATES.

	SERVICES	UNIT OF REIMBURSEMENT	COST PER UNIT	UNITS OF SERVICE	MONTHLY ESTIMATE
1	Security officer 212 West Carmen Lane Santa Maria	Per hour	\$22.65 *Premium time: \$33.98	24 hours x 7 days per week	\$17,146.14
2	Security officer 500 West Foster Rd. Santa Maria	Per hour	\$22.65 *Premium time: \$33.98	8 hours x 5 days per week	\$3,956.21
3	Security officer 116 Agnes Ave. Santa Maria	Per hour	\$22.65 *Premium time: \$33.98	8 hours x 7 days per week	\$5,579.48
4	Security officer 4444 Calle Real Santa Barbara	Per hour	\$22.65 *Premium time: \$33.98	8 hours x 5 days per week	\$3,956.21
5	Security officer 66 S. San Antonio Road Santa Barbara	Per hour	\$22.65 *Premium time: \$33.98	12 hours x 7 days per week	\$8,573.07
6	Security Officer Locations TBD **	Per hour	\$22.65 *Premium time: \$33.98	12 hours x 7 days per week	\$8,573.07
7	Security patrol stops 2034 De La Vina St Santa Barbara	Per stop	\$12.50	4 stops daily	\$1,520.83
8	Security patrol stops 429 N San Antonio Rd Santa Barbara	Per stop	\$12.50	4 stops daily	\$1,520.83
9	Security patrol stops 116 Agnes St Santa Maria	Per stop	\$12.50	4 stops daily	\$1,520.83
				MONTHLY:	\$52,346.67
				Fee for 6 month period	\$314,080.02

Rates Effective 7/1/20 - 12/31/20

3. STANDARD RATES.

	SERVICES	UNIT OF REIMBURSEMENT	COST PER UNIT	UNITS OF SERVICE	MONTHLY ESTIMATE
1	Security officer 212 West Carmen Lane Santa Maria	Per hour	\$22.65 *Premium time: \$33.98	24 hours x 7 days per week	\$17,146.14
2	Security officer 500 West Foster Rd. Santa Maria	Per hour	\$22.65 *Premium time: \$33.98	8 hours x 5 days per week	\$3,956.21
3	Security officer 116 Agnes Ave. Santa Maria	Per hour	\$22.65 *Premium time: \$33.98	8 hours x 7 days per week	\$5,579.48
4	Security officer 4444 Calle Real Santa Barbara	Per hour	\$22.65 *Premium time: \$33.98	8 hours x 5 days per week	\$3,956.21
5	Security officer 66 S. San Antonio Road Santa Barbara	Per hour	\$22.65 *Premium time: \$33.98	12 hours x 7 days per week	\$8,573.07
6	Security Officer Locations TBD **	Per hour	\$22.65 *Premium time: \$33.98	12 hours x 7 days per week	\$8,573.07
7	Security patrol stops 2034 De La Vina St Santa Barbara	Per stop	\$12.50	4 stops daily	\$1,520.83
8	Security patrol stops 429 N San Antonio Rd Santa Barbara	Per stop	\$12.50	4 stops daily	\$1,520.83
9	Security patrol stops 116 Agnes St Santa Maria	Per stop	\$12.50	4 stops daily	\$1,520.83
				MONTHLY:	\$52,346.67
				Fee for 6 month period	\$314,080.02

Rates Effective 1/1/21 - 6/30/21

4. STANDARD RATES.

	SERVICES	UNIT OF REIMBURSEMENT	COST PER UNIT	UNITS OF SERVICE	MONTHLY ESTIMATE
1	Security officer 212 West Carmen Lane Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	24 hours x 7 days per week	\$17,736.00
2	Security officer 500 West Foster Rd. Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 5 days per week	\$4,192.00
3	Security officer 116 Agnes Ave. Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 7 days per week	\$5,912.00
4	Security officer 4444 Calle Real Santa Barbara	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 5 days per week	\$4,192.00
5	Security officer 66 S. San Antonio Road Santa Barbara	Per hour	\$24.00 *Premium time: \$36.00	12 hours x 7 days per week	\$8,868.00
6	Security Officer Locations TBD **	Per hour	\$24.00 *Premium time: \$36.00	12 hours x 7 days per week	\$8,868.00
7	Security patrol stops 2034 De La Vina St Santa Barbara	Per stop	\$13.00	4 stops daily	\$1,582.00
8	Security patrol stops 429 N San Antonio Rd Santa Barbara	Per stop	\$13.00	4 stops daily	\$1,582.00
9	Security patrol stops 116 Agnes St Santa Maria	Per stop	\$13.00	4 stops daily	\$1,582.00
				MONTHLY:	\$54,514.00
				6 month period	\$327,084.00

Rates Effective 7/1/21 - 12/31/21

5. STANDARD RATES.

	SERVICES	UNIT OF REIMBURSEMENT	COST PER UNIT	UNITS OF SERVICE	MONTHLY ESTIMATE
1	Security officer 212 West Carmen Lane Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	24 hours x 7 days per week	\$17,736.00
2	Security officer 500 West Foster Rd. Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 5 days per week	\$4,192.00
3	Security officer 116 Agnes Ave. Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 7 days per week	\$5,912.00
4	Security officer 4444 Calle Real Santa Barbara	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 5 days per week	\$4,192.00
5	Security officer 66 S. San Antonio Road Santa Barbara	Per hour	\$24.00 *Premium time: \$36.00	12 hours x 7 days per week	\$8,868.00
6	Security Officer Locations TBD **	Per hour	\$24.00 *Premium time: \$36.00	12 hours x 7 days per week	\$8,868.00
7	Security patrol stops 2034 De La Vina St Santa Barbara	Per stop	\$13.00	4 stops daily	\$1,582.00
8	Security patrol stops 429 N San Antonio Rd Santa Barbara	Per stop	\$13.00	4 stops daily	\$1,582.00
9	Security patrol stops 116 Agnes St Santa Maria	Per stop	\$13.00	4 stops daily	\$1,582.00
				MONTHLY:	\$54,514.00
				6 month period	\$327,084.00

6. STANDARD RATES. Rates Effective 1/1/22 - 6/30/22

	SERVICES	UNIT OF REIMBURSEMENT	COST PER UNIT	UNITS OF SERVICE	MONTHLY ESTIMATE
1	Security officer 212 West Carmen Lane Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	24 hours x 7 days per week	\$17,736.00
2	Security officer 500 West Foster Rd. Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 5 days per week	\$4,192.00
3	Security officer 116 Agnes Ave. Santa Maria	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 7 days per week	\$5,912.00
4	Security officer 4444 Calle Real Santa Barbara	Per hour	\$24.00 *Premium time: \$36.00	8 hours x 5 days per week	\$4,192.00
5	Security officer 66 S. San Antonio Road Santa Barbara	Per hour	\$24.00 *Premium time: \$36.00	12 hours x 7 days per week	\$8,868.00
6	Security Officer Locations TBD **	Per hour	\$24.00 *Premium time: \$36.00	12 hours x 7 days per week	\$8,868.00
7	Security patrol stops 2034 De La Vina St Santa Barbara	Per stop	\$13.00	4 stops daily	\$1,582.00
8	Security patrol stops 429 N San Antonio Rd Santa Barbara	Per stop	\$13.00	4 stops daily	\$1,582.00
9	Security patrol stops 116 Agnes St Santa Maria	Per stop	\$13.00	4 stops daily	\$1,582.00
				MONTHLY:	\$54,514.00
				6 month period	\$327,084.00

Maximum Contract Amount FY 19-20	\$607,437.00
Maximum Contract Amount FY 20-21	\$641,164.02
Maximum Contract Amount FY 21-22	\$654,168.00
Total Contract Maximum Not to Exceed	\$1,902,769.02*

***Premium Time:** Holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

For security officers working an overnight shift, the officer will receive regular pay for a portion of the shift and premium pay for the other portion. For example, if an officer works Christmas Eve and starts at 7:00 p.m., they would be paid regular pay from 7:00 p.m. to 11:59 p.m. on December 24 and premium pay starting at 12:00 a.m. on December 25.

Overtime: Hours worked over eight (8) in one day and over forty (40) in one week will be billed at a rate of 1 ½ times the basic rate.

Double time: Hours worked over twelve (12) in one day, or hours worked on the seventh (7th) consecutive day, will be billed at twice the basic rate.

****Security Officer, Locations TBD**: During the term of this Agreement additional locations may be identified by County and added to this Exhibit B-1 as described above (Location Changes). This line item identifies the amount reserved for locations that may be added.

7. EMERGENCY CALL OUTS.

Irrespective of the above, non-scheduled work with less than 24 hours' prior notice is billed at \$35.00 per hour, per guard, up to the first 12 consecutive hours worked. Use of the emergency call out service and reimbursement for overtime is solely at County's discretion. Emergency call out service for the first 12 hours is at the \$35.00 rate. After twelve hours, the rate shall be the Standard Rates listed in Section 1 above.

8. LOCATION CHANGES.

County's Designated Representative or her designee may remove a location from Exhibit A, Section 3 upon written notice to Contractor. Contractor shall cease security operations at a removed location on the date specified in the notice. County may request to add locations upon written notice to, and written acceptance by, Contractor. Contractor shall be compensated at the rates set forth in Exhibit B-1 for any additional services provided.

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

1. 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.

2. 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.

3. 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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. **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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** 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.

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:

- i. **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 and CG 20 37 if a later edition is used).

- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- iv. **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.
- v. **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.
- vi. **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".
- vii. **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.
- viii. **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.
- ix. **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.

- x. **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.