

Attachment 1

Agreement for Services Triumph Protection Group

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Triumph Protection Group with an address at 7 West Figueroa Street, Suite 310, Santa Barbara, CA 93101 (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

Traci Lothery at phone number 805-934-6506 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Frank Wolverton 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: Scott Hosking, Facilities Manager
General Services
1105 Santa Barbara Street
Santa Barbara, CA 93101

To CONTRACTOR: Frank Wolverton, Vice President
7 West Figueroa Street, Suite 310
Santa Barbara, California 93101

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 October 1, 2020 and end performance upon completion, but no later than September 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. COUNTY reserves the right to extend contract with two (2) two-year options of renewal. COUNTY will give CONTRACTOR 120-day written notice of COUNTY's intent to renew.

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 Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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 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.

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

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 non-appropriation 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 Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, 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 Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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.

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(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Triumph Protection Group.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila LaGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: [Signature]
Chair, Board of Supervisors
Date: 9-22-20

RECOMMENDED FOR APPROVAL:
General Services

By: _____
Department Head

CONTRACTOR:

Triumph Protection Group

By: [Signature]
Authorized Representative
Name: Samuel Villegas
Title: Area Manager.

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Management

By: _____
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Triumph Protection Group**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

CONTRACTOR:

Triumph Protection Group

By: Janette D. Pell
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: [Signature]
Deputy County Counsel

By: C. Edin
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Management

By: Ray Aromatorio
Risk Management

EXHIBIT A

STATEMENT OF WORK

- Triumph Protection Group will provide armed and unarmed security services at different locations as well as on-call, and other as-needed services.
- The security agent will complete the patrol by foot and focus intently on providing outstanding customer service to guests and staff of all Santa Barbara County buildings. The agent will have the County issued cell phone during the shift in order to be available for contact.
- The agent will patrol the property looking for signs of unusual activity and/or maintenance issues.
- The agent will utilize Triumph's online software to submit security and maintenance issues in real time. This will enable the agent to receive site specific instructions on a regular basis.

Contractor Qualifications: Triumph Protection Group will, at all times while under contract with the County of Santa Barbara, maintain an active California license for security services and all required trainings. Failure to maintain any of the Contractor Qualifications or notify the County of Santa Barbara within 48 hours of termination of these qualifications may result in immediate revocation of services.

Agent Qualifications: Agents will possess a current, valid California guard card and have First Aid/CPR certifications and Triumph Protection Group will provide quarterly training to agents.

Locations: Per bid packet RFP 130945 dated July 2020 signed by CONTRACTOR, see Bid Sheets 1 through 12 (see attached).

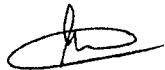
3.2: Bid Contract Sheets (1 to 12)/ Signed Forms

BID SHEET #1

Contract #1

Currently the County of Santa Barbara employs one 24/7 unarmed security guard to foot patrol 10 Santa Barbara Facilities.

	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday/weekend price quote	Overtime Price Quote
1	F01001	Schwartz Building	130 East Victoria Street	N/A	N/A	N/A
2	F01002	McDonald Building	1226 Anacapa	N/A	N/A	N/A
3	F01005	Administration Kiosk Office	105 East Anapamu	N/A	N/A	N/A
4	F01003	Administration Building (to include parking lot)	105 East Anapamu	N/A	N/A	N/A
5	F01004	Engineering Building	123 East Anapamu	N/A	N/A	N/A
6	F02001	Hall of Records	1100 Anacapa Street	N/A	N/A	N/A
7	F02002	Courthouse Public Defender	1100 Anacapa Street	N/A	N/A	N/A
8	F02003	County Courthouse (to include basement parking lot)	1100 Anacapa Street	N/A	N/A	N/A
9	F02004	Courthouse, East Wing	1105 Santa Barbara Street	N/A	N/A	N/A
10	F01011	Probation Building (exterior parking lot only)	117 East Carrillo Street	N/A	N/A	N/A
Total Quote for One Guard:				\$25.00	\$37.50 (holiday) \$25.00 (reg. shift)	\$37.50



Contractor Signature

08/20/2020

Date

BID SHEET #1 CONTINUED

Contract #1, *continued*

Currently the County of Santa Barbara employs one 24/7 unarmed security guard to foot patrol 10 Santa Barbara Facilities.

DOWNTOWN SECURITY SCHEDULE OF DUTIES
SUNDAY THROUGH SATURDAY SECURITY

Work Hours and Breaks: Per eight (8) hour shift the Guard is permitted one half hour lunch break and (2) 15 minute breaks, but must remain within a 15-minute response time to the County premises. If Guard will need to leave the area, it is the Contractor's responsibility to provide coverage for the assigned Guard during this time.

A Daily Activity Report: All Guards are required to complete and submit to the County a Daily Activity Report at the end of each shift.

Unsheltered Population: Guards can expect to encounter unsheltered individuals throughout their shifts, particularly at the Admin & Engineering Building complex.

Currently, the County is allowing individuals to use the campus to sleep. *There is no formal approval process for this activity and at no time has the County actively told any of the individuals or outside organizations that this is permissible.* There has been feedback from some parties that the County "...has said this temporary use of the campus is okay." This is not the case. There is also no precedent for denying access to the campus.

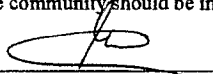
We are requesting that all Guards display appropriate compassion and understanding throughout their interactions with the unsheltered individuals, but with the full understanding that the campus is a place of work and community use from roughly 7:30 a.m. to 6:00 p.m. each day. All unsheltered individuals should be asked to exit the campus during those working hours. Please see the protocols for requesting unsheltered individuals to leave the campus below (Daily Responsibilities).

New Beginnings Program: Note that the New Beginnings program utilizes the Admin Parking lot as a location for unsheltered people that are living in vehicles from 7:30 p.m. until 7:00 a.m. People that participate in the New Beginnings program are required to register with the organizers and participate in specific program requirements. This is not a drop in parking program.

We encourage the Guard on site during that shift to connect with the New Beginnings staff - to become familiar with them and those vehicles / individuals that are participating in the program to the greatest extent possible. The Guard has no direct responsibilities for the management or interaction with this program. The Guard may, however, be asked to intervene in the event that other external factors create a disturbance or some level of assistance is required to resolve an issue. Any disturbances encountered within the New Beginnings Program, or from an individual from that program and an outside source should be handled directly by New Beginnings staff. If an issue becomes an immediate security concern, Guards should contact 911 to report the incident.

Incident Reporting: During each shift, the Guard is required to report any unusual issues and incidents. Reports should be submitted prior to leaving the site to Tlothery@countyofsb.org.

Any incident of human waste, drug paraphilia, or other items that may be considered a threat to the health & safety of County staff or the community should be immediately reported to County staff via phone (on call number) and


Contractor Signature

08/20/2020
Date

Tlotherv@countyofsb.org. Photo-documentation and specific location information should be provided. The County will work with Big Green to perform appropriate clean up and removal.

If there is a building maintenance emergency before 7:30am or after 4:00pm M-F, the Guard shall call the On-Call Maintenance Staff at 805-896-2916. If it is during regular workdays, they shall call 805-681-4703 and report the issue. All incidents should also be noted on the Daily Activity Report submitted to the County.

Daily Responsibilities and Tasks:

5:30 a.m. – 6:00 a.m. Ensure that all unsheltered individuals are clear from the main entrance from the Admin Parking lot side of the building. This is the sliding door entrance that is adjacent to the larger plaza on the north side of the Admin Building. We are asking that all County staff that want to enter the Admin & Engineering Buildings utilize this entrance. Monitoring this area throughout the night to make sure that individuals are not occupying this area will be critical to avoid issues when staff employees want to enter the building.

6:00 a.m. Guard will begin at the Administration building by swiping in the slider door and card read into room 108 to pick up phone and keys. 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. – 7:30 a.m. Guard begins to interact with unsheltered individuals letting them know that they need to vacate the properties no later than 7:30am. If there is resistance, contact local PD through the Santa Barbara Police, Non-Emergency Number (805-882-8900) for assistance.

(Note: The SB 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 GS Facilities/Maintenance Staff, the General Services Assistant Director, and the County Safety Officer.)

8:00 a.m. – 4:30 p.m. Throughout the day, Guard is required to roam through open buildings and parking lots. They will be given a County ID and they are required to swipe the badge every hour at a different building indicating they are roaming. If unsheltered individuals are setting up tents, pushing carts, washing laundry or bathing, the Guard needs to ask them to leave the area. If Guard comes across anyone doing drugs, alcohol, smoking, or vaping, they are address the individual and ask them to leave or call the local PD.

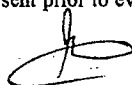
4:30 p.m. Begin advising tourists the Courthouse will be closing at 5:00 p.m. if open to the public.

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

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 building exteriors 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 meeting. During these times the Guard will be required to monitor the unlocked door to make sure only those attending the meeting come in the building. Notices will be sent prior to events so Guard knows why there is an open door and how long the doors will be open.



Contractor Signature

08 / 20 / 2020

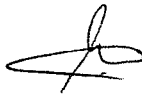
Date

During the evening hours the Guard will be required to monitor all building, swiping at the exterior of the buildings. 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. Identifying location of lights not working.

Once a video station is set up, the Guard would 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.



Contractor Signature

08/20/2020

Date

BID SHEET #2

Contract #2


Two guards for the QUARTERLY ARMED security of Santa Barbara Administration Building.

Guard 1 to be posted at the lobby kiosk camera monitoring activity.

Guard 2 to be on a roaming foot patrol in the surrounding lobby and facility.

There are no holiday hours associated with this guard schedule. When County offices are closed due to a holiday, guards will not be employed on that day for this service. It is the responsibility of the Contractor to adjust the guard schedule accordingly.

	Bldg. Code	Name of Location	Address	Hourly Price Quote per guard	Overtime price quote per guard
1	FO1005	Administration Building	105 East Anapamu	N/A	N/A
Total Quote for One Guard:				\$31.00 (uniformed)	\$46.50
Total quote for two guards:				\$62.00 (uniformed)	\$93.00



Contractor Signature

08/20/2020

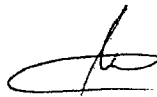
Date

BID SHEET #3

Contract #3

If the County were to request a security schedule of one guard for 10 Santa Barbara Facilities from 4:30pm – 10:30pm.

	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday/weekend price quote	Overtime Price Quote
1	F01001	Schwartz Building	130 East Victoria Street	N/A	N/A	N/A
2	F01002	McDonald Building	1226 Anacapa	N/A	N/A	N/A
3	F01005	Administration Kiosk Office	105 East Anapamu	N/A	N/A	N/A
4	F01003	Administration Building (to include parking lot)	105 East Anapamu	N/A	N/A	N/A
5	F01004	Engineering Building	123 East Anapamu	N/A	N/A	N/A
6	F02001	Hall of Records	1100 Anacapa Street	N/A	N/A	N/A
7	F02002	Courthouse Public Defender	1100 Anacapa Street	N/A	N/A	N/A
8	F02003	County Courthouse (to include basement parking lot)	1100 Anacapa Street	N/A	N/A	N/A
9	F02004	Courthouse, East Wing	1105 Santa Barbara Street	N/A	N/A	N/A
10	F01011	Probation Building (exterior parking lot only)	117 East Carrillo Street	N/A	N/A	N/A
Total Quote for One Guard:				Uniformed Unarmed: \$25.00 If Armed: \$31.00	Uniformed Unarmed (Holidays): \$37.50 If Armed (Holidays): \$46.50	Uniformed Unarmed: \$37.50 If Armed: \$46.50



Contractor Signature

08/20/2020

Date

BID SHEET #3 CONTINUED

Contract #3, *continued*

If the County were to request a security schedule of one guard for 10 Santa Barbara Facilities from 4:30pm – 10:30pm.

**DOWNTOWN SECURITY SCHEDULE OF DUTIES
MONDAY THROUGH FRIDAY SECURITY OF SANTA BARBARA COURTHOUSE**

The following section contains procedures for work at the County Courthouse during weekends and holidays day shifts. All other duties above will be in conjunction with the below tasks.

10:00 a.m. Unlock Courthouse main doors and clock tower. After doors are unlocked, walk around inside of building making sure all windows, courtroom doors and offices are locked. Check Courthouse boiler room for any steam leaks or irregularities. Guard is required to swipe a card reader at a minimum once per hour to show location of Guard.

Between 11:00 a.m. and 4:40 p.m. In addition to reporting to the Docent's booth each hour, the Guard will also check all restrooms, Mural Room, clock tower, basement parking area, make sure special events have cleaned up and no special events are blocking tourists from visiting tower.

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

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

5:00 p.m. Lock all doors in Courthouse and make a final round of all doors and windows. If there have been any issues during the shift the Guard shall report on vendors log the incident and send to vendor account executive to process to County contract administrator.

Other Responsibilities

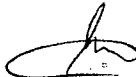
- **On-Request Escort from Building to Parking:** At any time, the Guard may be requested to assist County staff from one of the facilities within the Downtown campus to their parked car. Typically, these requests are after normal working hours. Guard would be need to respond within 15 minutes of such a request. The County will provide Guard a phone and this number will be given to staff.
- **No-Smoking Campus:** 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.
- **Admin Lot Port-o-Potty:** The port-o-potty located within the Admin Parking Lot was installed to serve the New Beginnings program. There has been multiple reports that it has been utilized for drug use, prostitution, trash dumping, and other non-intended uses. The Guard will be asked to monitor this unit to assist in preventing these uses. The unit is cleaned by Mar-Borg every Monday, Wednesday, and Friday (typically from 7:30am to 8:00am).

Contractor Signature

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Date

- **Exterior Lighting:** If the Guard notices an exterior building light or parking lot light is not functioning, add it to the Daily Activity Report submitted to County Facilities/Maintenance. Guards should be actively observing whether all lights are functioning.
- **Security Cameras:** Several exterior security cameras located within the Downtown Campus. We anticipate that more will be installed in the near future. Guards may be requested to monitor areas of the campus via security cameras in the future.



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08/20/2020

Date

BID SHEET #4

Contract #4

For the unarmed security of 10 Santa Barbara Facilities from 9:30am – 5:30pm. Weekends and Holidays

	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday/weekend price quote	Overtime Price Quote
1	F01001	Schwartz Building	130 East Victoria Street	N/A	N/A	N/A
2	F01002	McDonald Building	1226 Anacapa	N/A	N/A	N/A
3	F01005	Administration Kiosk Office	105 East Anapamu	N/A	N/A	N/A
4	F01003	Administration Building (to include parking lot)	105 East Anapamu	N/A	N/A	N/A
5	F01004	Engineering Building	123 East Anapamu	N/A	N/A	N/A
6	F02001	Hall of Records	1100 Anacapa Street	N/A	N/A	N/A
7	F02002	Courthouse Public Defender	1100 Anacapa Street	N/A	N/A	N/A
8	F02003	County Courthouse (to include basement parking lot)	1100 Anacapa Street	N/A	N/A	N/A
9	F02004	Courthouse, East Wing	1105 Santa Barbara Street	N/A	N/A	N/A
10	F01011	Probation Building (exterior parking lot only)	117 East Carrillo Street	N/A	N/A	N/A
Total Quote for One Guard:				\$25.00	\$37.50 (Holidays)	\$37.50



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Date

BID SHEET #4 CONTINUED

Contract #4, *continued*

For the unarmed security of one guard for 10 Santa Barbara Downtown Facilities, *continued*

**DOWNTOWN SECURITY SCHEDULE OF DUTIES
WEEKEND AND HOLIDAY SECURITY OF SANTA BARBARA COURTHOUSE**

The following section contains procedures for work at the County Courthouse during weekends and holidays day shifts. All other duties above will be in conjunction with the below tasks.

10:00 a.m. Unlock Courthouse main doors and clock tower. After doors are unlocked, walk around inside of building making sure all windows, courtroom doors and offices are locked. Check Courthouse boiler room for any steam leaks or irregularities. Guard is required to swipe a card reader at a minimum once per hour to show location of Guard.

Between 11:00 a.m. and 4:40 p.m. In addition to reporting to the Docent's booth each hour, the Guard will also check all restrooms, Mural Room, clock tower, basement parking area, make sure special events have cleaned up and no special events are blocking tourists from visiting tower.


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

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

5:00 p.m. Lock all doors in Courthouse and make a final round of all doors and windows. If there have been any issues during the shift the Guard shall report on vendors log the incident and send to vendor account executive to process to County contract administrator.

Other Responsibilities

- **On-Request Escort from Building to Parking:** At any time, the Guard may be requested to assist County staff from one of the facilities within the Downtown campus to their parked car. Typically, these requests are after normal working hours. Guard would be need to respond within 15 minutes of such a request. The County will provide Guard a phone and this number will be given to staff.
- **No-Smoking Campus:** 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.
- **Admin Lot Port-o-Potty:** The port-o-potty located within the Admin Parking Lot was installed to serve the New Beginnings program. There has been multiple reports that it has been utilized for drug use, prostitution, trash dumping, and other non-intended uses. The Guard will be asked to monitor this unit to assist in preventing these uses. The unit is cleaned by Mar-Borg every Monday, Wednesday, and Friday (typically from 7:30am to 8:00am).



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- **Exterior Lighting:** If the Guard notices an exterior building light or parking lot light is not functioning, add it to the Daily Activity Report submitted to County Facilities/Maintenance. Guards should be actively observing whether all lights are functioning.
- **Security Cameras:** Several exterior security cameras located within the Downtown Campus. We anticipate that more will be installed in the near future. Guards may be requested to monitor areas of the campus via security cameras in the future.



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Date

BID SHEET #4 CONTINUED

Contract #4, *continued*

For the unarmed security of one guard for 10 Santa Barbara Downtown Facilities, *continued*

Mural Room Main Courthouse General Rules

OCCUPANCY

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

FOOD

No food or drink is allowed in the Mural Room.

MOVING OF FURNITURE

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

MISCELLANEOUS ITEMS

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

No candles are permitted anywhere on the premises.

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

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

Docents are not permitted to schedule guards to remain on County premises beyond contracted hours at a charge to the General Services Offices.

In the event that the guard is asked by the Docents to remain on the premises, prior approval is required by calling General Services on-call at 805.896.2916.



Contractor Signature

08/20/2020

Date

HOLIDAY SCHEDULE

If a holiday falls on a Saturday the County holiday will be the Friday prior.

If a holiday falls on a Sunday, the County holiday will be on the Monday after.

All other holidays will be honored the day of during the week.

It is the responsibility of the Contractor to adjust the guard schedule according to County holidays.

Security Holiday Schedule
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day



Contractor Signature

08/20/2020

Date

BID SHEET #5


Contract #5

For the unarmed security of one guard for foot patrol of the Santa Maria Courthouse, 2 buildings.

Duties will include but are not be limited to; patrol of buildings, 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.

	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday/weekend price quote	Overtime price quote
1	T04006	<u>Public Defender</u>	<u>312 East Cook Street, Building A/B</u>	N/A	N/A	N/A
2	T04004	<u>District Attorney</u>	<u>312 East Cook Street, Building C</u>	N/A	N/A	N/A
Total Quote for One Guard:				S25.00	S37.50 (Holidays)	S37.50



Contractor Signature

08/29/2020

Date

BID SHEET #6

Contract #6

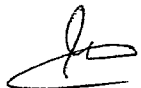
For the unarmed or armed security of weekly meetings held in the Santa Barbara Downtown Buildings.

	Bldg. Code	Name of Location	Address	Hourly Unarmed Quote	Hourly Armed Quote
1	F01005	Santa Barbara Administration Building	105 East Anapamau	\$25.00	\$31.00 \$50.00* (*opt for CCW)
2	T02002	Santa Maria Administration Building	511 East Parkway	\$25.00	\$31.00 \$50.00* (*opt for CCW)

Under the Direction of General Services

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. 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



Contractor Signature

08/20/2020

Date

BID SHEET #7

Contract #7

For the unarmed security of 2 County Veteran's Buildings and special events held at the Santa Barbara Courthouse


	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday Price quote	Overtime price quote
1	P05001	Lompoc Veterans Memorial Building	100 East Locust Avenue	\$25.00	\$37.50	\$37.50
2	F04001	Santa Barbara Veteran's Memorial Building	112 West Cabrillo Boulevard	\$25.00	\$37.50	\$37.50
3	F02003	Main Courthouse	1100 Anacapa Street	\$25.00	\$37.50	\$37.50

These three (3) separate locations will be on an as-needed basis according to events scheduled and may not be awarded to the same Contractor awarded the downtown contract. The duties for all 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 in order to communicate with on-site 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 of onsite Staff.
- The Guard nearest the bar will be responsible for ensuring no under-age drinking is being done.
- Guards will assist in clearing the premises after ending of event do 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 event organizers if they ask for bag checks, ID check and bands the guard at the door will take care of that with the monitor.



 Contractor Signature

08/20/20

 Date

BID SHEET #8

Contract #8

For the ARMED security of any location requested. Duties will include but not be limited to; patrol of buildings, contacting local Law Enforcement for any arrests, etc.

		Hourly price Quote	Holiday/weekend price quote	Overtime price quote
1	Armed Security Guard	\$31.00 \$50.00* (*option for CCW)	\$46.50 \$75.00* (*option for CCW) (Above applies to holiday "time and a half" rate only; otherwise standard rate applies first 8 hours with enough prior notice.)	\$46.50 \$75.00* (*option for CCW)



Contractor Signature

08/20/2020

Date

BID SHEET #9

Contract #9

For the unarmed security of callouts. This will include the North County and South County offices on an as-needed basis. Duties will include but not be limited to; patrol of lobbies, contacting local Law Enforcement for any arrests, etc.

		Hourly price Quote	Holiday/weekend price quote	Overtime price quote
1	North County Quote during business hours (will include Santa Maria and Lompoc)	\$25.00	\$37.50 <small>(Above applies to holiday "time and a half" rate only; otherwise standard rate applies first 8 hours with enough prior notice.)</small>	\$37.50
2	North County after hours and weekends (will include Santa Maria and Lompoc)	\$25.00	\$37.50 <small>(Above applies to holiday "time and a half" rate only; otherwise standard rate applies first 8 hours with enough prior notice.)</small>	\$37.50
3	South County Quote during business hours (will include Santa Barbara, Carpinteria and Goleta)	\$25.00	\$37.50 <small>(Above applies to holiday "time and a half" rate only; otherwise standard rate applies first 8 hours with enough prior notice.)</small>	\$37.50
4	South County after hours and weekends (will include Santa Barbara, Carpinteria and Goleta)	\$25.00	\$37.50 <small>(Above applies to holiday "time and a half" rate only; otherwise standard rate applies first 8 hours with enough prior notice.)</small>	\$37.50



Contractor Signature

08/20/2020

Date

BID SHEET #10

Contract #10
Public Health Department
Calle Real Campus Security Guard

Hours: Monday – Friday, 9am – 5 pm
Additional Hours available upon request and acceptance by vendor.

Primary location: Santa Barbara Health Care Center lobby area; 345 Camino del Remedio, Building 4, 2nd Floor.

Patrol areas:

- Interior of Building 4, Building 3 (315 Camino del Remedio); Building 1 (300 N. San Antonio Road). Includes public areas such as hallways, conference rooms and restrooms. Does not include private offices unless directed to these areas.
- Exterior parking lot and areas surrounding above buildings and;
- Exterior and parking areas around Building 8 (300 N. San Antonio Road) and Building 12A (225 Camino del Remedio).

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, may intervene to de-escalate a situation or remove a threatening or violent individual from premises until law enforcement can respond. May be requested to remove or facilitating 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 below 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 24 hours of incident. May be requested to participate in security meetings or planning sessions for PHD facilities or campus security.



Contractor Signature

08/20/2020

Date

BID SHEET #10 CONTINUED

Contract #10, *continued*
Public Health Department
Calle Real Campus Security Guard, *continued*

	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday price quote	Overtime price quote
1	J02016	Public Health Bldg. 4	315 Camino del Remedio	N/A	N/A	N/A
2	J02003	Public Health Bldg. 1	300 Camino del Remedio	N/A	N/A	N/A
3	J02004	Public Health Bldg. 8	300 North San Antonio Road	N/A	N/A	N/A
4	J02021	Public Health	225 Camino del Remedio	N/A	N/A	N/A
Total Quote for One Guard:				Uniformed Unarmed: \$25.00 If Armed: \$31.00	Uniformed Unarmed: \$37.50 If Armed: \$46.50	Uniformed Unarmed: \$37.50 If Armed: \$46.50



 Contractor Signature

08/20/2020

 Date

BID SHEET #11

**Contract #11
Behavioral Wellness Department
Calle Real Campus Security Guard**

Under the direction of Behavioral Wellness: 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 clinic managers, supervisors and staff to respond in relation to above threats. In extreme cases, may intervene to remove violent individual from premises until law enforcement can respond. May be requested to remove or facilitating 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 below four 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 24 hours of incident. May be requested to participate in security meetings, safety trainings or planning sessions for Behavioral Wellness facilities or campus security.

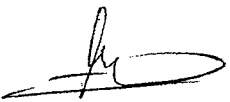
Hours: Weekly, 7 pm – 7 am
Additional Hours available upon request and acceptance by vendor.

	Bldg. Code	Name of Location	Address	Hourly Price Quote	Holiday price quote	Overtime price quote
1	J02017	Behavioral Wellness CSU	305 Camino del Remedio Bldg. 3	N/A	N/A	N/A
2	J02016	Behavioral Wellness Crisis Services	315 Camino del Remedio Suite B	N/A	N/A	N/A
Total Quote for One Guard:				Uniformed Unarmed: \$25.00 If Armed: \$31.00	Uniformed Unarmed: \$37.50 If Armed: \$46.50	Uniformed Unarmed: \$37.50 If Armed: \$46.50

Primary location: Crisis Services 315 Camino del Remedio, Suite B and 305 Camino del Remedio, Building 3.

Patrol areas:

- (CSU) 305 Camino del Remedio, (Crisis Services) Building 3, 315 Camino del Remedio, Suite B.
- Exterior parking lot and areas surrounding above buildings.



Contractor Signature

08/20/2020

Date

At this time, the County of Santa Barbara does not employ vehicle patrol. In the event this service is requested, duties will be determined at the discretion of the County of Santa Barbara.

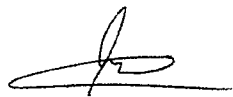
New bid request to be included with bid packet;

BID SHEET #12

Contract #12

For the vehicle patrol security of any location requested. Duties will include but not be limited to; patrol of buildings, contacting local Law Enforcement for any arrests, maintaining contact with foot patrol guards, etc.

		Hourly price Quote	Holiday/weekend price quote	Overtime price quote
1	<p>Vehicle Security Guard</p> <p>(* Assigned to an officially marked and dedicated Triumph patrol vehicle of new or like quality and reliable operation—environmentally compliant with SB County policy. \$100 weekly fee for fuel and maintenance.)</p>	<p>\$25 unarmed officer</p> <p>\$31 armed officer</p> <p>*plus weekly fee for patrol vehicle</p>	<p>\$37.50</p> <p>\$46.50</p> <p>*(same)</p> <p>(Above applies to holiday "time and a half" rate only; otherwise standard rate applies first 8 hours with enough prior notice.)</p>	<p>\$37.50</p> <p>\$46.50</p> <p>*(same)</p>



3

Contractor Representative

08/20/2020

Date

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement (10/01/20 – 9/30/22), CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$3,357,160.00**, as per the Fee Schedule table below.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT A**. Invoices submitted for payment that are based upon **EXHIBIT A** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT A** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Security Services Fee Schedule – Triumph Protection Group (10/01/20 – 9/30/22)

	Hourly Rate	Weekly Total	Monthly Total	FY 20/21	FY 21/22	2-year total
<i>General Fund: GS Downtown 24/7</i>	\$25.00	\$4,200.00	\$18,200.00	\$218,400.00	\$218,400.00	\$436,800.00
<i>General Fund: Treasurer's Office Quarterly 2 Armed Guards</i>	\$62.00	\$2,480.00	\$9,920.00	\$39,680.00	\$39,680.00	\$79,360.00
<i>General Fund: SM Courthouse 8 hours</i>	\$25.00	\$1,000.00	\$4,333.33	\$52,000.00	\$52,000.00	\$104,000.00
<i>State: SM Courthouse 2 hours</i>	\$37.50	\$375.00	\$1,625.00	\$19,500.00	\$19,500.00	\$39,000.00

COMM Fund: BOS Tuesday Mtng (8 hours, 2 guards)	\$25.00	\$400.00	\$1,733.33	\$20,800.00	\$20,800.00	\$41,600.00
Vets Bldgs_Comm Services Dept	\$25.00	<i>Per hour as needed</i>	<i>Per hour as needed</i>	\$25,000.00	\$25,000.00	\$50,000.00
Other: Services as needed	\$25.00	<i>Per hour as needed</i>	<i>Per hour as needed</i>	\$50,000.00	\$50,000.00	\$100,000.00
State (PHD)	\$25.00	\$1,000.00	\$4,333.33	\$52,000.00	\$52,000.00	\$104,000.00
Federal COVID (PHD): Best Western Encino; 2 guards 24/7	\$25.00	\$8,400.00	\$36,400.00	\$436,800.00	\$436,800.00	\$873,600.00
Federal (Be Well)	\$25.00	\$2,100.00	\$9,100.00	\$109,200.00	\$109,200.00	\$218,400.00
Other COVID_CSD Pepper Tree; 3 guards 24/7	\$25.00	\$12,600.00	\$54,600.00	\$655,200.00	\$655,200.00	\$1,310,400.00
Total		\$32,555.00	\$140,245.00	\$1,678,580.00	\$1,678,580.00	\$3,357,160.00
Director 5% allowance:						\$167,858.00

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, his 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **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.
3. **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:

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 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.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Not Applicable

EXHIBIT E

INFORMATION PRIVACY AND SECURITY REQUIREMENTS

This Information Privacy and Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements **Triumph Protection Group** (herein referred to as “Contractor”) is obligated to follow with respect to any personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of the California Department of Child Support Services (hereinafter “DCSS”), pursuant to Contractor’s agreement with DCSS. (Such personal and confidential information is referred to herein collectively as “DCSS PCI”.) DCSS and Contractor desire to protect the privacy and provide for the security of DCSS PCI pursuant to this Information Privacy and Security Requirements (IPSR) Exhibit and in compliance with State and Federal laws applicable to the DCSS PCI:

- CA FC §17212
- Title 22 CCR §111430
- Title 22 CCR §111440
- CA CC §1798.29 et seq.

1. Order of Precedence

With respect to information privacy and security requirements for all DCSS PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DCSS, including Exhibit A, Scope of Work, all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

2. Exceptions and Exclusions

Any and all exceptions and exclusions to this Exhibit and Exhibit E.1, Data Security Standards, must be approved by the DCSS Information Security Office (ISO). If terms described in this Exhibit and Exhibit E.1 are considered not applicable according to specific or unique terms defined in other Exhibits, exceptions or exclusions will be detailed in Exhibit E.2, Exceptions and Exclusions, to this Exhibit.

3. Effect on Lower Tier Transactions

The terms of this Exhibit apply to all contracts, subcontracts, subawards, scope/statements of work (SOW), Memorandums of Understanding (MOU), and interagency agreements (IAA). The Contractor is obligated to follow the information privacy and security requirements with respect to DCSS PCI disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of DCSS, pursuant to Contractor’s agreement with DCSS. When applicable and appropriate, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

4. Definitions

For purposes of the agreement between Contractor and DCSS, including this Exhibit, the following definitions shall apply:

A. Breach: “Breach” means:

- 1) the unauthorized acquisition, access, use, or disclosure of DCSS PCI in a manner which compromises the security, confidentiality or integrity of the information; or
- 2) the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: “Confidential information” means information that:

- 1) does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
- 2) is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by DCSS; or
- 3) is “personal information” as defined in this Exhibit.

C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information.

D. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:

- 1) by itself directly identifies or uniquely describes an individual; or
- 2) creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
- 3) meets the definition of “personal information” set forth in California Civil Code section 1798.3(a) or
- 4) is one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (2); or
- 5) meets the definition of “medical information” set forth in either California Civil Code section 1798.29(h)(2) or California Civil Code section 56.05(j); or
- 6) meets the definition of “health insurance information” set forth in California Civil Code section 1798.29(h)(3); or
- 7) is protected from disclosure under applicable state or federal law.

E. Security Incident: “Security incident” means:

- 1) an attempted breach; or
- 2) the attempted or successful modification or destruction of DCSS PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DCSS, including this Exhibit; or
- 3) the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system that negatively impacts the confidentiality, availability or integrity of DCSS PCI.

F. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

5. Disclosure Restrictions

The Contractor and its employees, agents, or sub-contractors shall protect from unauthorized disclosure any DCSS PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DCSS (including this Exhibit), any DCSS PCI to anyone other than DCSS without prior written authorization from the DCSS Program Contract Manager, except if disclosure is required by State or Federal law.

6. Use Restrictions

The Contractor and its employees, agents, or subcontractors shall not use any DCSS PCI for any purpose other than carrying out the Contractor's obligations under its agreement with DCSS.

7. Safeguards

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, security, confidentiality, integrity, and availability of DCSS PCI, including paper or electronic DCSS PCI. At each location where DCSS PCI is located, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DCSS, including this Exhibit, and which incorporates the requirements of Section 8, Security, below. Contractor shall provide DCSS with Contractor's current and updated policies.

8. Security

The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DCSS PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Data Security Standards set forth in Exhibit E.1 to this Exhibit.

9. Security Officer

At each location where DCSS PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with DCSS on matters concerning this Exhibit.

10. Training

The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DCSS, including this Exhibit, or otherwise use or disclose DCSS PCI.

- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for DCSS inspection for a period of three (3) years following contract termination.

11. Employee Discipline

Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally violate any provisions of this Exhibit.

12. Breach and Security Incident Responsibilities

- A. Notification to DCSS of Breach or Security Incident: The Contractor shall notify DCSS **immediately by telephone call and email** upon the discovery of a breach (as defined in this Exhibit), or **within 24 hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DCSS immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer, using the contact information listed in Section 12., F., below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DCSS PCI in electronic or computerized form, notification to DCSS shall be provided using the contact information listed in Section 12., F., below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor.

Contractor shall take:

- 1) prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- 2) any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DCSS Program Contract Manager and the DCSS Chief Information Security Officer of:

- 1) what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached;
- 2) a description of the unauthorized persons known or reasonably believed to have improperly used the DCSS PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DCSS PCI, or to whom it is known or reasonably believe have had the DCSS PCI improperly disclosed to them;
- 3) a description of where the DCSS PCI is believed to have been improperly used or disclosed;
- 4) a description of the probable causes of the breach or security incident; and
- 5) whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

DCSS reserves the right to participate in the investigation of a security incident involving DCSS PCI or conduct its own independent investigation, and Contractor shall cooperate fully in such investigations.

C. Written Report: The Contractor shall provide a written report of the investigation to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DCSS PCI, Contractor shall, at its sole expense, and at the sole election of DCSS, either:

- 1) make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DCSS Chief Information Security Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- 2) cooperate with and assist DCSS in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DCSS PCI, Contractor shall, at its sole expense, and at the sole election of DCSS, either:

- 1) electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of California Civil Code section 1798.29. Contractor shall inform the DCSS Chief Information Security

- Officer of the time, manner and content of any such submissions, **prior** to the transmission of such submissions to the Attorney General; or
- 2) cooperate with and assist DCSS in its submission of a sample copy of the notification to the Attorney General.

F. DCSS Contact Information: To direct communications to the above referenced DCSS staff, the Contractor shall initiate contact as indicated herein. DCSS reserves the right to make changes to the contact information below by written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DCSS Program Contract Manager	DCSS Chief Information Security Officer
See Exhibit A for Program Contract Manager	Chief Information Security Officer Information Security Office California Department of Child Support Services P.O Box 419064, MS 440 Rancho Cordova, CA 95741-9064 Email: information.security@dcss.ca.gov Telephone: (916) 464-5045

13. Documentation of Disclosures for Requests for Accounting

Contractor shall document and make available to DCSS or (at the direction of DCSS) to an Individual such disclosures of DCSS PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.

14. Requests for DCSS PCI by Third Parties

The Contractor and its employees, agents, or sub-contractors shall promptly transmit to the DCSS Program Contract Manager all requests for disclosure of any DCSS PCI emanating from third parties to the agreement between Contractor and DCSS (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

15. Audits, Inspection and Enforcement

From time to time, DCSS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor will allow audits or inspections by individuals authorized by the DCSS ISO at the Contractor premises during regular business hours, with five (5) business day's prior notice for purposes of determining compliance with the terms of this Agreement. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DCSS Program Contract Manager in writing.

16. Return or Destruction of DCSS PCI on Expiration or Termination

On expiration or termination of the agreement between Contractor and DCSS for any reason, Contractor shall return or destroy the DCSS PCI. If return or destruction is not feasible, Contractor shall explain to DCSS why, in writing, to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer, using the contact information listed in Section 12.F., above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DCSS PCI for the time specified as necessary to comply with the law.

- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the DCSS PCI or returns the DCSS PCI to DCSS; provided however, that on expiration or termination of the agreement between Contractor and DCSS, Contractor shall not further use or disclose the DCSS PCI except as Required by state or federal law.
- C. Notification of Election to Destroy DCSS PCI: If Contractor elects to destroy the DCSS PCI, Contractor shall certify in writing, to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer, using the contact information listed in Section 12.F., above, that the DCSS PCI has been destroyed.

17. Amendment

The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DCSS PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

18. Assistance in Litigation or Administrative Proceedings

Contractor shall make itself and any sub-contractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DCSS, available to DCSS at no cost to DCSS to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DCSS, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its sub-contractor, employee or agent is a named adverse party.

19. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DCSS or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

20. Interpretation

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws and regulations.

21. Survival

If Contractor does not return or destroy the DCSS PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections 6., 7., and 8. of this Exhibit shall survive the termination or expiration of the agreement between Contractor and DCSS.

ATTACHMENT F
Additional Federal Provisions
[for contracts over \$150,000 using federal dollars
NOT for subrecipients
NOT for Construction, Mechanics, Laborers]

1. **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 the award. 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 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)
2. **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.
3. **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 subrecipients shall certify and disclose accordingly.

4. **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).