



Request for Proposal (Bid)

Purchasing Division
General Services Department

John H. McMillin, Purchasing Manager
805/568-2690 - Fax: 568-2705

Bid Data

BID NUMBER: 8200007
COMMODITY CODE: INTERNAL: 861-00 961-72
COMMODITY TITLE: **CONSULTING ENGAGEMENT-COUNTYWIDE RADIO
PLATFORM**
BUYER: John H. McMillin
BUYER PHONE: 805/568-2693 FAX: 805/568-2705
E-MAIL jmcmilin@co.santa-barbara.ca.us
ISSUE DATE March 2, 2009

Bid Opening

DAY / DATE: April 14, 2009
TIME: 2:00pm
LOCATION / MAIL ADDRESS: Purchasing Division
105 E. Anapamu St. 3rd. Rm 304
Santa Barbara, CA 93101
DIRECTIONS: To be present at bid opening, proceed to the Main County
Administration Bldg. 3rd Purchasing Dept.

Bid Contents

- 1.0 **Introduction**
- 1.1 **Invitation**
- 2.0 **Primary Specifications describing what is needed**
- 3.0 **Ancillary Requirements** related to this Bid
- 4.0 **Terms & Conditions** that are general in scope
- 5.0 **Instructions** for submitting a Reply
- 6.0 **Forms and Schedules**

Sealed written Replies to this Invitation must be received by Purchasing no later than the date, time and location indicated above for the Bid Opening. Submittal by fax is not acceptable.

Note: This Invitation does not constitute an order for the goods or services specified.

To enhance your odds for positive delivery and proper handling of your Reply, we ask that you duplicate the following label and affix it to the outside of your submittal envelope.

Bid # **861002**- Due on April 14, 2009
John H. McMillin
County Purchasing Division
105 East Anapamu St, Third Floor Rm 304
Santa Barbara, CA 93101

See Section 5 for additional instructions regarding Reply submittal. It is **your** complete responsibility to meet the submittal requirements. We recommend you verify the label data with the title page; the latter prevails.

1. INTRODUCTION

- 1.1. **INVITATION** - Thank you for your interest in this bid process. The County of Santa Barbara, through its Purchasing Division, invites Responses which offer to provide the goods and/or services identified on the title page and described in greater detail in Sections 2 and 3.
- 1.2. **DEFINITIONS** - We will speak with you relatively informally throughout the Bid in order to help the process be a little more human and friendly. Obviously, we need to include a certain amount of legal language, but we'll try to keep it as painless and common-sense as possible. Even though the style is relatively informal, we intend to express our expectations clearly, and they are to be legally interpreted in our favor. We may for instance avoid the term "shall" wherever possible, just to avoid heavy-handed legalese. Nevertheless, you need to know that you will be held accountable for whatever in here applies to you.
- 1.2.1. **We / Us / Our** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate: *Purchasing* - the Purchasing Division of the General Services Department, including its Purchasing Manager (also known as Purchasing Agent) and staff of professional Buyers. *Department* - The County department for which this bid is prepared, and which will be the end user of the goods and/or services sought. This particular bid seeks to fulfill an ongoing and definite need for the *Pubic Health Department*.
- Designee* - The County employee assigned as your primary contact for interaction regarding Contract performance (no more than one per Department).
- 1.2.2. **You / Your** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Contractor will have different obligations than "you" as a Bidder or Supplier will have. We'll be specific whenever it seems warranted.
- Suppliers* - All business entities which may provide the subject goods and/or services.
- Bidder* - Any business entity submitting a Response to this Bid. Suppliers which may be invited to respond or which express interest in this Bid, but which do not submit a Response, have no obligations with respect to the Bid requirements.
- Contractor* - The Bidder whose Response to this Bid is found by Purchasing to suit the best interests of the County. Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid
- 1.2.3. **Bid** – This entire document, including attachments. A bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Quote" is used when we have a pretty well-defined need to fulfill. An "Request For Proposal" is used when we will consider solutions which may vary significantly from each other or from our initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Response.

- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by email, to the Buyer specified on the title page. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its amendments are binding, but any oral communications between you and us are not.
- 1.3.1. **Bidder Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this Bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Bid. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this Bid unless you have specifically, by Section number, raised objection as instructed in Section 5. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, we will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder whose offer provides the greatest value, in our view, to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. Price does matter, of course; we will be seeking the least costly outcome that meets our needs as we interpret them.
- 1.4.1 **Overall Award** - The Bid will be awarded on an overall basis. You must bid on all items. A split award will not be made.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response (pertinent sections) will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim. Additional Contract terms may be negotiated between Contractor and County. The Chairperson of the County Board of Supervisors will execute the Contract resulting from this Bid.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bidder's Response (as it may be clarified);
 - 3) the provisions of the Bid (as it may be supplemented).
- 1.6. **CONTRACT PERIOD** - Any Contract resulting from this Bid shall be for a one year period commencing with execution of Contract (or on another mutually agreeable start date).

2. ***PRIMARY SPECIFICATIONS***

- 2.1. **SERVICES TO BE PROVIDED – For Communications Division:** The County of Santa Barbara, California, desires to engage a consulting firm to gather information about the current use of radio communications by agencies, departments, special districts and jurisdictions within the County, including local, state, and federal governmental organizations.

One aspect of the engagement will be for the consultants to meet with management staff of these organizations to brief them about this project and to obtain information about their current and planned usage of radio communications in support of their operations. This information will include the number of radios currently in operation, the locations of their base station radios, the locations of their control

points/dispatch centers, and the frequencies currently in use.

- 2.1.1. **Analysis of results:** Another deliverable of this engagement will be the analysis of the results of interviews with managers within these governmental organizations to determine their level of interest in participating in a modern, countywide radio communications platform. As part of the interviews, the concept of the project can be discussed, and the question asked about their interest. It is likely this analysis and subsequent report will be presented to a committee of project stakeholders after its preparation.
- 2.2. **Scheduling** - The County will assist in scheduling the meetings and will accompany the consultants, if necessary, to the appointments. These agencies and jurisdictions are listed in Attachment A to this RFP. While it may not be possible to conduct the interviews with every agency, department, or jurisdiction on the list, it does represent the goal.
- 2.2.1. **Planning** – The County also wants to start planning for the eventual upgrade of its radio communications system. The report resulting from this engagement will include a conceptual system design, using 800 MHz or 700 MHz radio technology. A detailed design document is not a requirement of this engagement. One aspect will be a professional opinion as to whether or not ample frequencies in these parts of the radio spectrum will be available to us for coordination, licensing, and use in a countywide system. The number and types of frequencies can be surmised from the interview results, which will give a rough estimate of the number of units in the system the system will support.
- 2.3. **Coverage sites and control points** – The report must also identify any additional coverage sites required by a move from UHF and VHF technology, as well as any upgrades required to the existing microwave radio network, which currently transports the countywide simulcast radio system. The report will also identify required control points, operated and serving departments, other than the County of Santa Barbara Public Safety Dispatch Center. Operational interfaces into a countywide radio platform may be required and should be included in the initial planning efforts.
- 2.3.1. **Fire Agencies** It is believed, at this time, that Fire Department agencies will continue to operate radio communications in the VHF frequency band. A means of interfacing Fire Department VHF channels into the common radio platform infrastructure will be required. The study will also identify, generically, the means by which this interface can be built.
- 2.3.2. **Sustainability** – Another aspect of the establishment of a countywide radio platform is that of sustaining it over time. Along with a recommended evolutionary migration path towards a common integrated system, the consulting firm will provide a rough cost estimate for ongoing support and maintenance of the system.
- 2.3.3. **Determination of interest** – The interest of all agencies and jurisdictions in joining such a system is one of the primary goals of this consulting engagement. In a way, the interviews with our governmental neighbors and partners can be seen as a consensus-building effort so particular care must be taken in the assignment of the specific individuals from the consulting firm to this phase of the project. Communications and interpersonal skills will be more important than pure technical expertise.
- 2.3.4. **Time Frame** - Ample time to conduct the project will be afforded the winning bidder. The County recognized and acknowledges shared responsibility in support of the information gathering effort, and will apply resources to help insure the consulting firms' success.

3. **ANCILLARY REQUIREMENTS**

- 3.1. **COUNTY OBLIGATIONS** – Information and documentation about the County's microwave network, use of UHF, VHF, and 800 MHz frequencies and sites will be available to potential bidders upon request. Contact the Buyer listed on the front page of this document.
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4. ***GENERAL TERMS & CONDITIONS***

- 4.1. **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** - (See attachment for sample standard text that will be incorporated in the final contract).

WORKERS' COMPENSATION RATES - You shall comply with rates based on applicable codes according to the California Labor Code.

5. ***RESPONSE PRESENTATION & REVIEW***

RESPONSE CONTENT - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive.

Assemble your Response in the following order, with sections marked by Item letter (*Item A, Item B,*) and title, as appropriate. In order to conserve paper, please include multiple Items on a page wherever practical. Items marked with asterisk (*) may not exceed one page (apex 600 words) in length. Succinctness will be favored throughout.

Cover Letter * - A standard business letter containing a statement of agreement to furnish the goods and/or services specified in the Bid at the prices and under the conditions indicated in the Bid and your Response. The letter must bear the dated signature, printed name, title and telephone number of the person authorized to commit your company to the Contract.

Item A. Company Profile * - Brief history of your company.

Item B. Summary of Distinguishing Features * - Highlight the main features that distinguish your company from your competitors in this industry.

Item C. Staff * - List the staff who would be assigned work on this account, showing their related work histories, licenses, and other appropriate qualifications for this engagement.

Forms & Schedules - All forms and schedules must be completed on [or in the identical format of] the forms included with this Bid and according to the instructions provided in section 6.

- 5.1.1. **Pre-Submittal Corrections** - Responses should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Response.
- 5.2. **SUBMITTAL OF RESPONSES** - Unfortunately, some Bidders in the past have done everything correctly up until this last stage. Responses have been turned in minutes late, or to the wrong office – and all the investment in preparing the Response has gone down the drain. Don't let that happen to you.
- 5.2.1. **Submittal Package** - Submit, to the location specified on the title page, two (2) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 5.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 5.2.3. **Submittal Deadline** - We must receive your Response as directed no later than the date and time shown on the title page. Any Response received after that deadline *will not* be considered *unless* you obtain the express consent of all other competing and timely responding Bidders. Absent that unlikely scenario, you will find us merciless in this. Traffic, parking, courier service or other problems (including erroneous delivery to any other County office) are not excusable. We recommend you set for yourself

an earlier deadline.

- 5.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. The Responses will then be sealed and not again available for public inspection until the award is announced.
- 5.3.1. **Removal from Supplier Database** - If any prospective Bidder currently in our Supplier database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database following three such instances. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 5.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 5.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Bidder to make minor corrections to any part of the proposal, with the exception of price data that could affect price comparisons between Bidders.
- 5.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs.
- 5.5.1. **Investigation** - Submittal of a Response authorizes us to investigate without limitation the background and current performance of you and your present staff. **Discovery of any material misstatement of fact may lead to disqualification of a Bidder or to cancellation of any resulting Contract.**
- 5.5.2. **Method of Evaluation** - We will evaluate submitted Responses in relation to all aspects of this Bid, and using the input of all references consulted regarding your capacity to fulfill its terms.
- 5.5.3. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 5.5.4. **Endurance of Pricing** - Your pricing must be held until award, and may only be changed after award according to terms specified elsewhere in this Bid.
- 5.6. **AWARD CRITERIA** - The award will be in accord with, but not limited to, the results of our inquiries regarding the following criteria:
- 1) Your experience in the subject industry
 - 2) Your expertise in the subject industry;
 - 3) Our perception of your understanding of our stated needs and specifications, as evidenced by your Response, and possibly by interviews with your personnel; and
 - 4) evaluation of cost in relationship to the foregoing criteria
6. **RESPONSE FORMS**

- 6.1. **INSTRUCTIONS** – Respond, in narrative format, to the specifications listed in section 2, describing how you will achieve the results we need. Use double spacing and at least a 10 point font on white, 8 1/2 x 11 paper of at least 20# weight.

6.1.1. **Bidder Questionnaire -**

Line 6- If you have not done business with the County of Santa Barbara previously, include an IRS form W-9.

Line 7 - How many years has your firm been in continuous operation?

Line 9 - We have no way to predict whether other public agencies within the County would have need for your services, nor what volume they may have. However, so that we may assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars by aggregating volume, if you will agree to extend the terms of the resulting Contract to other public agencies within the County of Santa Barbara, answer Y; otherwise answer N

- 6.1.2. **References** - List at least three two large, recent references, preferably from local governments. An additional preference is that the references be located in Southern California, if possible

Bidder Questionnaire

1.	Company Name	
2.	Address	
3.	City/Zip	
4.	Toll-free Phone	
5.	Toll-free Fax	
6.	Federal Tax ID #	
7.	# years in industry	
9.	Other Agencies (Y/N)	

References

R1	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Average Monthly Line	
	Count	
Comments:		
R2	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Average Monthly Line	
	Count	
Comments:		
R3	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Average Monthly Line	
	Count	
Comments:		
R4	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Average Monthly Line	
	Count	
Comments:		

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR{PRIVATE }

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 {ENTER BUSINESS} having its principal place of business at {ENTER ADDRESS} (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** {ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONT REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP}

To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP}

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

3. **SCOPE OF SERVICES.** 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 {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by COUNTY or unless earlier terminated.

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

specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

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

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

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

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any

material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

14. **NONDISCRIMINATION.** 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.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

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

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall

not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

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

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

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its

contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

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

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

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

List of Agencies/Departments/Jurisdictions

- Santa Barbara County Sheriff's Department
- Santa Barbara County Probation Department
- Santa Barbara Police Department (including Santa Barbara Airport Police), Fire Department, and other City agencies
- Lompoc Police Department, Fire Department, and other City agencies
- Santa Maria Police Department, Fire Department, and other City agencies
- Guadalupe Police Department, Fire Department, and other City agencies
- California Highway Patrol
- California Fish and Game
- California State Parks and Recreation
- Santa Barbara County Fire Department
- Carpinteria Fire Department, and other City agencies
- Montecito Fire Department
- UCSB (University Police, others)
- Cal Fire
- Santa Barbara County Public Works (Roads, Flood Control)
- Santa Barbara County Public Health (EMS, Animal Control)
- Santa Barbara County Superintendent of Schools
- Santa Barbara County Parks Department
- United States Forest Service (Law enforcement and Fire branches)
- City of Buellton
- Chumash Casino
- City of Solvang
- Caltrans
- National Park Service
- Vandenberg Air Force Base