

**Code Compliance Assessment & Report
Request for Proposal**
County of Santa Barbara

Behavioral Wellness Sobering Center
427 Camino del Remedio, Santa Barbara, CA 93110
&
Agricultural Commissioner Building
263 Camino del Remedio, Santa Barbara, CA 93110-1335



ISSUED BY:
County of Santa Barbara, General Services Department
Capital Projects Division
1105 Santa Barbara Street
Courthouse East Wing, 2nd Floor
Santa Barbara, CA 93101

MANDATORY JOB WALK:
Tuesday, October 6, 2020 - Schedule with Ashton Ellis, Project Manager,
at aellis@countyofsb.org or call (805)295-1683

PROPOSAL DUE DATE:
Tuesday, October 20, 2020
No later than 3:00 P.M.

CODE COMPLIANCE ASSESSMENT AND REPORT

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INTRODUCTION & SCHEDULE

1.0 Purpose of RFP

The County of Santa Barbara ("County") seeks to retain the services of a qualified firm ("Consultant") to provide a complete code analysis and needs report at the following two (2) locations:

- 1) Existing Sobering Center facility located at 427 Camino del Remedio in Santa Barbara.
- 2) Existing Agricultural Commissioner Building at 263 Camino del Remedio, Santa Barbara, CA 93110-1335

2.0 RFP Schedule

The following dates represent the County's best projections of the RFP schedule for consideration.

RFP Schedule & Deadlines	Date
RFP issued by the County	September 30, 2020
Mandatory Job Walk	October 6, 2020
Proposal due date (by 3:00PM PST)	October 20, 2020
County completes RFP review process	October 23, 2020
Award of Contract	October 26, 2020
Procurement of Services	October 30, 2020

The County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

3.0 Project Manager

All communications concerning this RFP shall be submitted in email to the Project Manager identified below. The Project Manager will be the sole point of contact for this RFP.

Mrs. Ashton Ellis, CMIT
Project Manager II
Capital Projects Division - General Services - County of Santa Barbara
1105 Santa Barbara Street
Courthouse East Wing, 2nd Floor
Santa Barbara, CA 93101
AEllis@CountyofSB.org

The County has assigned the following identification that shall be referenced in all communications:
"RFP: Code Compliance Assessment & Report"

4.0 Questions or Clarifications Pertaining to the RFP

It shall be the Consultant's responsibility to ask questions, request changes or clarifications, or otherwise advise the Project Manager if any language, specifications or requirements of the RFP appear to be ambiguous or contradictory.

Every attempt shall be made to ensure that the Consultant receives an adequate and prompt response. Questions and requests for clarification regarding this RFP must be directed in writing, via email, to the Project Manager by **October 14, 2020**. Therefore, Consultants are advised that any questions received after that date may not be answered. Consultants should not assume that electronic communications have been received unless confirmation of receipt has been sent.

Reponses will be returned in the form of an Addendum that will be disbursed to all bidding parties.

CODE COMPLIANCE ASSESSMENT & REPORT

5.0 Background

The SOBERING CENTER is a 24-hour, voluntary program for public inebriates to get sober in a safe, alcohol-free environment, as opposed to being arrested and booked into Santa Barbara County Jail. The Department of Behavioral Wellness in conjunction with a Community Based Organization (CBO), Good Samaritan, will oversee and operate this facility with awarded grant funding. The current Sobering Center opened in January 2020 in the County Archives Building (427 Camino Del Remedio) with a 10 bed capacity (reduced to 5 beds during COVID). The occupancy classification for the Sobering Center is Institutional Type 2 (I-2). This facility does not hold any licensing or certifications to provide alcohol and other drug treatment. The current facility was intended to be temporary until a permanent location was identified. In review of the location options for the Sobering Center, two (2) spaces have been identified as a potential location for the permanent Sobering Center:

- 1) 427 Camino Del Remedio: The current SOBERING CENTER facility; and
- 2) 263 Camino Del Remedio: The AGRICULTURAL COMMISSIONER BUILDING

It was decided that these two (2) facilities shall undergo condition and compliance assessments to determine what location, if either, would be suitable for the permanent Sobering Center.

6.0 Project Programming

427 Camino Del Remedio (Current SOBERING CENTER) facility information:

- Year Built: 1940
- Sobering Center SF: ~1300 SF located on the lower level
- Total Building SF: 13,060 SF, 2 stories
- Building Construction Type: V-N (unprotected combustibile)
- Sprinklers: No
- Fire Alarm: No

263 Camino Del Remedio (AG COMMISSIONER BUILDING) facility information:

- Suite SF: 3884 SF
- Total Building SF: 3884 SF, 1 story
- Building Construction Type: Reinforced Concrete
- Sprinklers: No
- Fire Alarm: No

Construction in the County shall follow all applicable local, state and federal codes regulations as well as any regulatory agency requirements. The County has established specific policies pertaining to the construction and renovation of County facilities that shall be considered while performing the assessment.

Policies to consider are as follows:

1. **Zero Net Energy (ZNE):** This facility shall comply with the Zero Net Energy Resolution that was passed by the Board of Supervisors in 2018. This shall take into consideration a solar array on the roof of the new structure.

7.0 Scope of Work

Services: CONSULTANT to provide a detailed analysis of the existing spaces as stated herein for compliance with applicable local, state and federal codes. Below is a list of items that shall be included in the analysis:

1. Fire Code: Evaluate the space / buildings in accordance with the most recent NFPA Code, particularly as it relates to fire sprinkler systems, ingress and egress, and the possibility of connecting the facility to a fire alarm system for the facility. This will include exit lighting. This may require discussion with the County Fire Marshall to ensure clarification of the various items required for evaluation as part of this process.
2. Seismic Analysis: Tier 1 seismic evaluation which focuses on identifying potential deficiencies in existing buildings based on the performance of similar buildings in past earthquakes. Assist in formulating what type of scope will be needed and potential retrofits (if any) that can be achieved in the short term to address seismic deficiencies.
3. Foundation Inspection: Review the foundation condition and recommendations for any necessary repairs.
4. Exterior Water Intrusion: Inspect exterior wall structure at the County Archives Building for evidence of cracking and water intrusion. There is a history of water pooling in the basement originating from exterior walls. Provide possible solution for addressing water intrusion.
5. Site Drainage: Review condition of surrounding site at the County Archives Building for inadequate drainage flow. A swale is located on West side of the building that has been cleared of debris in recent years to improve drainage, however this should be investigated further.
6. ADA: Review interior and exterior assess to the facility and provide recommendations for addressing ADA barriers.
7. Additional Amenities: There is a need for at least one (1) shower facility and a laundry room with plumbing for a washer and dryer that does not currently exist at either facility. Review existing conditions and provide recommendations for extending plumbing and sewer.
8. Cost Estimate(s): Assemble a rough order of magnitude (ROM) cost estimate for the work required in these two (2) facilities.
9. Roof Replacement: The roof at the Ag Commissioner Building is in poor condition. This roof should be reviewed and the replacement included within the cost estimate provided.
10. Windows: Review condition of windows for age and energy efficiency. Provide recommendations, if required.
11. Mechanical Systems: Review condition of mechanical systems for age and energy efficiency and report existing conditions. This review shall include HVAC units (or systems), fan coils, condensers, duct work, split systems and other components of the HVAC systems as present. Provide recommendations for improvements as required.
12. Electrical Systems: Assess exiting electrical systems and report existing conditions.
13. Parking: Standard parking analysis to report the required number of ADA and standard stalls required for the Sobering Center
14. Hazardous Materials: Review of existing building materials, and make recommendations for testing, including but not limited to lead based paint, asbestos-containing materials (ACM),

transformers or light ballasts containing PCBs, etc. (hazardous materials documentation shall be provided to the awarded Consultant)

Deliverables:

Deliverables shall be considered those tangibles and resulting work products to be delivered to the County, such as draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables shall be in an editable format such as MS Word, Excel, Power Point, or like formats that are supported by the County. All deliverables and resulting work product from this contract shall become the property of the County of Santa Barbara. The County recognizes that Consultants will approach this type of work in a variety of ways and the County will entertain various alternatives.

At minimum the deliverables for this Project shall include:

1. Condition and Code Compliance Report shall include the following:
 - a. Executive Summary of the conditions observed as outlined above in narrative form, including, as needed, any exhibits, drawings, or other illustrative tools that clarify existing conditions.
 - b. Photo-documentation of existing conditions.
 - c. Findings from the analysis.
 - d. Recommendations to meet compliance for the intended use, including, if necessary, specific recommendations for improvements.
2. Site Visits: All site visits that are needed to provide a thorough analysis of the facilities stated herein.
3. Meetings: Allowance for one (1) site meeting and four (4) teleconference meetings to be determined at the County's discretion.

[All in person meetings must adhere to the State Public Health Department and the County Public Health Department guidelines for social distancing and the use of face coverings.]

8.0 Proposal Submission & Evaluation

Proposals are due October 20, 2020 by 3:00PM (PST)

By submitting a Proposal, the Consultant agrees to provide all services specified within the RFP pursuant to all requirements and specifications contained herein and ongoing as the project develops.

Proposals MUST be received no later than October 20, 2020 at 3:00PM (PST). Please submit all proposals via email to the Project Manager, Mrs. Ashton Ellis, at AEllis@CountyofSB.org with the subject clearly labelled: "RFP Response: Condition and Code Compliance Assessment and Report".

Proposals received after the scheduled closing time will be rejected.

Submission:

For purposes of this proposal submission, the Consultant shall submit:

- One (1) cover letter confirming the understanding of the scope of work and performance requirements on company letterhead.
- One (1) electronic itemized professional services proposal in Adobe PDF file format for the services requested herein on company letterhead to include:

- o Proposal Fee
- o Schedule of hourly billing rates
- o Reimbursable expenses list

In addition, include a schedule of hourly billing rates (schedule) for the various level of staff who may participate in the project, should the need for extra services and/or number of meetings (official meetings and/or public presentations) are increased or in the event that services and/or number of meetings (official meetings and/or public presentations) are reduced. Said schedule, shall identify the staff position and associated hourly rate. These fees will be considered when evaluating award of the contract. No additional markup will be allowed on fees quoted.

All reimbursable expenses for the project shall be integrated into the overall lump sum cost for services. No separate reimbursable shall be utilized for this project.

Consultant shall not be reimbursed for travel expenses associated with work on this project unless the County specifically authorizes certain out-of-town travel. Travel to clients' offices is not considered "out of town".

The County's payment terms are 45 days from receipt of an original invoice and County acceptance of the quantity and quality of the services being billed.

Evaluation Criteria:

Each Proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria	Maximum Score
Cover Letter	5
Completeness of Proposal (per RFP requirements)	20
Proposal Total	5
Total	30

Proposal Review:

The Project Team will evaluate the Proposals received. For the purpose of scoring Proposals each of the Project Team members will evaluate each Proposal based upon the criteria listed above. The Project Team may seek outside expertise, including but not limited to technical advisors. The County has the right to reject any or all Proposals for good cause, in the public interest.



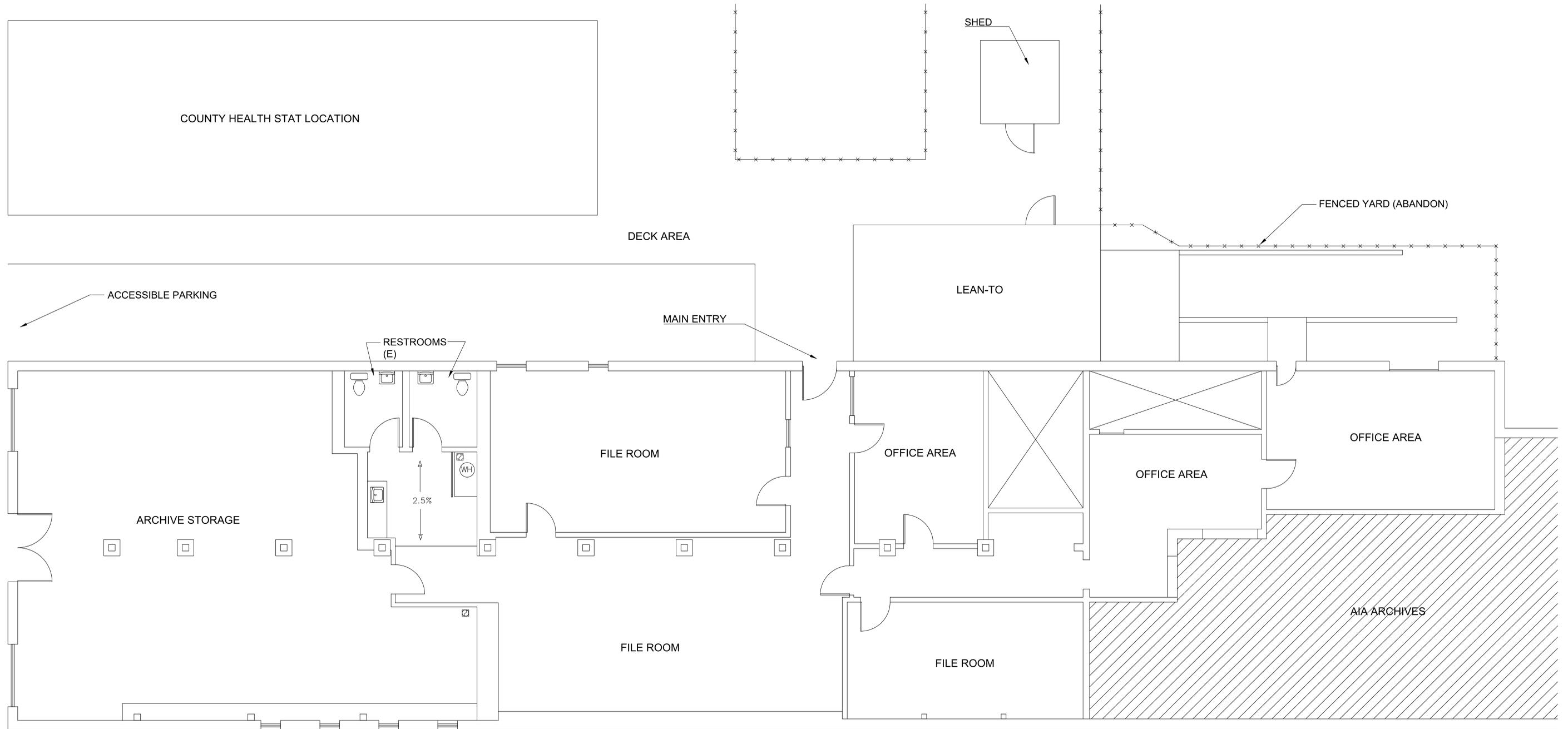
STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") by its Purchasing Division ("Purchasing"), and the individual or entity identified on the Contract form to which this document is attached ("CONTRACTOR"), including CONTRACTOR's agents, employees or sub-contractors. **CONTRACTOR's signature on the Contract form means CONTRACTOR has read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide services to COUNTY, and COUNTY agrees to pay CONTRACTOR, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR will perform all of CONTRACTOR's services under this Contract as an independent contractor and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** CONTRACTOR must submit CONTRACTOR invoice(s), which **must include the contract number** COUNTY assigns (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from presentation of invoice.
4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR will be subject to required nonresident withholding for services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or unless CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.
5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and will not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will employ no person having any such interest. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest.
6. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COUNTY will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), 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 Contract is completed or terminated prior to completion. CONTRACTOR will not release any materials under this paragraph except after COUNTY's prior written approval.
 - A. No materials, inventions or data produced in whole or in part under this Contract will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
 - B. COUNTY will 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 reports, data, documents or other materials prepared under this Contract. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder. CONTRACTOR warrants that any items provided under this Contract 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 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.
 - C. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions (Section 6, including subdivisions A-C) shall survive any termination of this Contract.
7. **COUNTY PROPERTY.** 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/or required by 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.
8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY. If federal, state or COUNTY audit exceptions are made relating to this CONTRACT, 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 audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.
9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference.
10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.
11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.
12. **NON-ASSIGNMENT.** CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, 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.

13. **TERMINATION.**
- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part 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 Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all 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 Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory services performed 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 Contract 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.
14. **NOTICE.** From CONTRACTOR: CONTRACTOR must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. From COUNTY: Either Designee or Purchasing must send or deliver any required notice to CONTRACTOR at the address last known to the sender. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract, including its attachments, 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 Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
16. **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.
17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
18. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.
19. **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.
20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.
21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.
24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this 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. **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.
26. **EXECUTION IN COUNTERPARTS: AUTHORITY.** This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. 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 all formal requirements necessary 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.

EXHIBIT A

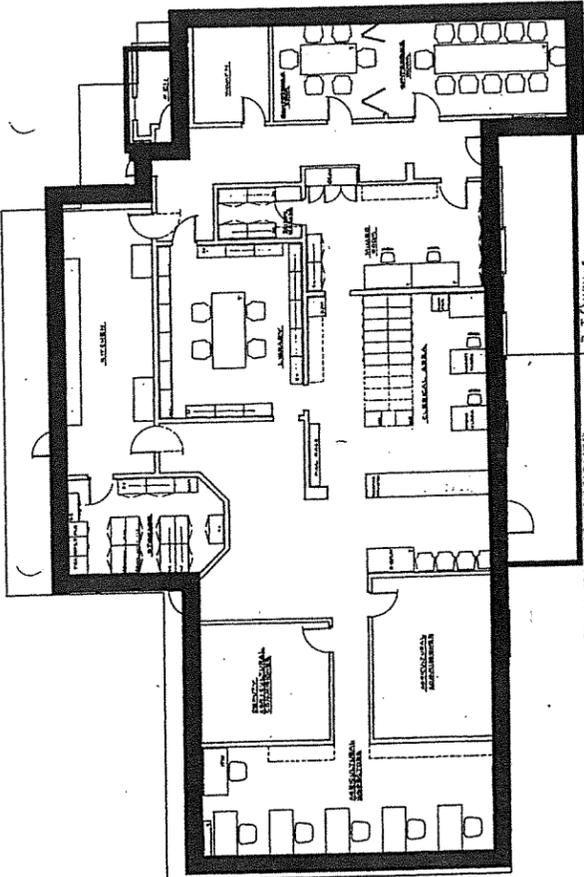


EXISTING FLOOR PLAN – BEWELL MEDICAL RECORDS

COUNTY OF SANTA BARBARA – CALLE REAL CAMPUS – ARCHIVES BUILDING
SCALE: 1/4" = 1'-0"

NOT VERIFIED: 07/02/19

EXHIBIT B



Agricultural Commissions Bldg.
3,830 sf

Gross
4,330 sf



SCALE



AGRICULTURAL COMMISSIONS BLDG.
260 N. San Antonio Road
Ground Floor