

## Attachment 2 Master Service Agreements

1. Coastal Tree Service
2. BMAK, Inc., dba CompuWave, Inc
3. Consortium Media Services
4. Gray Quarter, Inc
5. Herencia Indigena LLC
6. Pacific Petroleum California, Inc
7. Padre Associates, Inc.
8. Regional Government Services Authority
9. R L F Trucking & Grading Corporation
10. Simpler Systems, Inc.

**Section 1**  
**Master Service Agreement : Coastal Tree Service**



Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Tree Service

hereto as Exhibit A, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

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**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with 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

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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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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,

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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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and



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permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E

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hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
By: Lauren Wideman  
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:  
By: C. Schaffer  
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Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
By: Gregory Milligan  
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Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Coastal Tree Service

DocuSigned by:  
By: Ziyad Dizayee  
65866D41EA7F460...  
Authorized Representative

Name: Ziyad H. Dizayee

Title: owner& oprator

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**EXHIBIT A**  
**STATEMENT OF WORK AND RATES**

**COASTAL TREE SERVICE**

P.O. Box 2489, Santa Maria, CA. 93457 / Tel: (805) 937-7817 / Fax: (805) 937-7305

**Trimming - Topping - Removing - Stump Grinding - Pruning - Hauling - Chipping**

STATE LIC. NO. 697163 d ,1-9, CITY LIC. NO. 11235. \WE ARE FULLY INSURED

Date: 4/08/24

Coastal Tree Service pays the prevailing wages to our employee as:

- According to DIR SC-102-X-20-2022-2
  1. Senior Tree Climber: \$33.72
  2. Tree Trimmer: \$31.52
  3. Ground person: \$29.73
  4. Emergency we charge time and half rate, Sundays we charge double time rate.

Hours and Rates: Minimum charge is 4 hours

- Normal hours: 8 am to 4 pm
- After hours: Time and a half
- Weekend hours: 8 am to 4 pm – time and a half; Sunday double time rate
- Emergency: Time and a half. Defined as inspecting the job within 30 mins of call, and proceeding with the job depends on its location

Our services include:

- Tree maintenance
- Tree pruning
- Tree removal
- Stump grinding
- Tree planting
- Tree Cabling
- Emergencies
- Brush, Debris and Chipping
- Arborist Consulting

Our equipment includes:

- Chippers
- Stump grinders (various sizes)
- Bucket Trucks
- Skit Steer
- Disposal Truck
- Other vehicles and smaller equipment's to perform the duties.

2x fully equipped crews.

Exhibit A Statement of Work maximum aggregate amount: \$400,000.00

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$400,000.00**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.

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**EXHIBIT C**

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

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in

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connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

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

4. FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION

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



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Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;

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- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS

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The following access to records requirements apply to this Agreement:

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

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

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. 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](http://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.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part

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182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

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


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

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

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

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

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

DocuSigned by:  
  
65865D41EA7E450...

Ziyad Dizayee, Supervisor

5/23/2024 | 10:57 AM PDT

Date

## Section 2

Master Service Agreement : BMAK, Inc., dba CompuWave, Inc

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and BMAK, Inc., a California corporation doing business as CompuWave, Inc ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1884 Eastman Ave Suite 111 Ventura, California 93003.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Sean Burns, whose phone number is 805-568-2693, and whose email address is [seburns@countyofsb.org](mailto:seburns@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). David Herzog whose phone number is 805-650-8808 x111, and whose email address is [dherzog@compuwave.com](mailto:dherzog@compuwave.com), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Sean Burns  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: David Herzog  
BMAK, Inc., a California corporation doing business as CompuWave, Inc  
1884 Eastman Ave Suite 111  
Ventura, California, 93003

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached



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hereto as Exhibit A and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

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**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the Numbered Sections and Exhibits B, C, and D, and E hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR’s Terms, if any.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
*Lauren Wideman*  
By: \_\_\_\_\_  
8F464D822C84458...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor Controller

DocuSigned by:  
*C. Schaffer*  
By: \_\_\_\_\_  
A89ED5BB74D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
05F555F00269466...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

BMAK, Inc., a California corporation doing  
business as CompuWave, Inc

DocuSigned by:  
*David Herzog*  
By: \_\_\_\_\_  
7676388F652A4CA...  
Authorized Representative

Name: David Herzog

Title: Vice President



Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**EXHIBIT A**

GENERAL STATEMENT OF WORK

BMAK, Inc., a California corporation doing business as CompuWave, Inc, acting as a reseller for the following named software publishers:

Adobe Systems – licenses for document editing

Bluebeam Software

Box Software – document storage, sign documents electronically, interactive and collaborative document sharing

Cisco Meraki

Hewlett Packard Enterprise

Jamf Software

Microsoft Corp

Trellix Corp

Veeam Corporation

VMWare – Workload platform with cloud benefits, capacity optimization and planning.

BMAK, Inc., a California corporation doing business as CompuWave, Inc offers pricing to the county of Santa Barbara for software licenses from these manufacturers.

Pricing Sheets for common items will be included with this offer, but our offering is not limited to these items or referenced manufacturers.

Software products offered can be new license, subscription license, or annual software support based on the agency needs, and will be priced at current rate at time of request, which may also include pro-rated cost of items mid-term of software agreement.

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**Quotation (Open)**

Quote # : 100169 1 rev of 1  
 Modified Date: Mar 07, 2024 10:48 AM PST  
 Expiration Date: 04/06/2024  
 Description:

**CompuWave, Inc**

1884 Eastman Ave  
 Suite 111  
 Ventura, California 93003  
 United States  
 www.compuwave.com  
 (P) 805-650-8808  
 (F) 805-650-8561

**Sales Associates**

Preparer: Rudolph, Scott  
 E-mail: srudolph@compuwave.com  
 Phone: (805)650-8808 ext. 119  
 Account Manager: Sales, CompuWave  
 E-mail: msolis@compuwave.com

**Customer Contact**

Manning, Laura  
 lmanning@countyofsb.org  
 (P) 805-568-2528

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

**The Products & Services You've Requested!**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Box Enterprise license Annual	ENT1000	No	850	\$194.00	\$164,900.00

**Subtotal: \$164,900.00**  
 Tax (8.7500%): \$0.00  
 Shipping: \$0.00  
**Total: \$164,900.00**

All prices are subject to change without notice. Supply subject to availability.

**Terms and Conditions**

All returns must be accompanied by original invoice and authorized RMA number

County of Santa Barbara - IT Department (5682670)  
 Manning, Laura  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States

**Billing**  
 County of Santa Barbara - IT Department  
 Womack, Jason  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States  
 jwomack@countyofsb.org

**Shipping**  
 County of Santa Barbara - IT Department  
 Womack, Jason  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States  
 jwomack@countyofsb.org

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**Quotation (Open)**

Quote # : 100181 1 rev of 1  
 Modified Date: Mar 07, 2024 03:48 PM PST  
 Expiration Date: 04/06/2024  
 Description:

**Notes**  
 Start Date: 07/01/2024  
 End Date: 06/30/2025

**Sales Associates**

Preparer: Rudolph, Scott  
 E-mail: srudolph@compuwave.com  
 Phone: (805)650-8808 ext. 119  
 Account Manager: Sales, CompuWave  
 E-mail: msolis@compuwave.com

**CompuWave, Inc**

1884 Eastman Ave  
 Suite 111  
 Ventura, California 93003  
 United States  
 www.compuwave.com  
 (P) 805-650-8808  
 (F) 805-650-8561

**Customer Contact**

Monostori, Andre  
 amonostori@countyofsb.org  
 (P) 805-568-2706

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>	<b>Carrier Account #:</b>	

**The Products & Services You've Requested!**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	DocuSign Enterprise Pro Edition - Envelope Subs. DocuSign, Inc. - APT-0463	APT-0463	No	25000	\$5.75	\$143,750.00
2	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per \$100 of List License Fees)	APT-0148	No	1	\$32,995.00	\$32,995.00
3	DocuSign Retrieve DocuSign, Inc. - APT-0011	APT-0011	No	1	\$6,795.00	\$6,795.00
					<b>Subtotal:</b>	<b>\$183,540.00</b>
					Tax (8.7500%):	\$0.00
					Shipping:	\$0.00
					<b>Total:</b>	<b>\$183,540.00</b>

All prices are subject to change without notice. Supply subject to availability.

**Terms and Conditions**

All returns must be accompanied by original invoice and authorized RMA number

County of Santa Barbara - IT Department (5682670)  
 Monostori, Andre  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States

**Billing**  
 County of Santa Barbara - IT Department  
 Womack, Jason  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States  
 jwomack@countyofsb.org

**Shipping**  
 County of Santa Barbara - IT Department  
 Womack, Jason  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States  
 jwomack@countyofsb.org

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

**Quotation (Open)**

Quote # : 100479 1 rev of 1  
 Modified Date: Apr 01, 2024 11:05 AM PDT  
 Expiration Date: 05/01/2024  
 Description:

**CompuWave, Inc**

1884 Eastman Ave  
 Suite 111  
 Ventura, California 93003  
 United States  
 www.compuwave.com  
 (P) 805-650-8808  
 (F) 805-650-8561

**Sales Associates**

Preparer: Rudolph, Scott  
 E-mail: srudolph@compuwave.com  
 Phone: (805)650-8808 ext. 119  
 Account Manager: Sales, CompuWave  
 E-mail: msolis@compuwave.com

**Customer Contact**

Manning, Laura  
 lmanning@countyofsb.org  
 (P) 805-568-2528

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

**The Products & Services You've Requested!**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	VMware Cloud Foundation (v. 5) - Commitment Plan (1 year) - 1 core - prepaid	VCF-TD-TL-1P-C	No	632	\$235.00	\$148,520.00
2	VMware vSphere Standard (v. 8) - Commitment Plan (1 year) - 1 core - prepaid	VS8-STD-SK-TLSS-1Y-C	No	120	\$57.00	\$6,840.00
3	VMware vSAN Add-on for vSphere Foundation and Cloud Foundation (v. 8) - Commitment Plan (1 year) - 1 TiB capacity - prepaid	VSP-PL-TD-VSAN-TL-1P-C	No	107	\$235.00	\$25,145.00
					<b>Subtotal:</b>	<b>\$180,505.00</b>
					Tax (8.7500%):	\$0.00
					Shipping:	\$0.00
					<b>Total:</b>	<b>\$180,505.00</b>

All prices are subject to change without notice. Supply subject to availability.

**Terms and Conditions**

All returns must be accompanied by original invoice and authorized RMA number

County of Santa Barbara - IT Department (5682670)  
 Manning, Laura  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States

**Billing**  
 County of Santa Barbara - IT Department  
 Crafton, Stephen  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States

**Shipping**  
 County of Santa Barbara - IT Department  
 Crafton, Stephen  
 105 E. Anapamu Room 304  
  
 Santa Barbara, CA 93101  
 United States

Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$1,250,000**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.

Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Information Technology Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of

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copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or  
destruction of electronic information, release of private information, and alteration of electronic  
information. The policy shall provide coverage for breach response costs, regulatory fines and penalties  
as well as credit monitoring expenses.

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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave, Inc

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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.



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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

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the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,  
regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

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

4. FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition

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to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;

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- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to

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provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. 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](http://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.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:

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- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

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19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

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

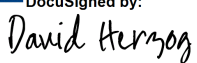
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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

DocuSigned by:  
  
7676389F652A4CA...

David Herzog, Vice President

5/23/2024 | 12:01 PM PDT

Date



**Section 3**  
**Master Service Agreement : Consortium Media Services**

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Consortium Media Services

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Consortium Media Services ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1300 Eastman Ave, Ventura, CA 93003.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Austin Venezia, whose phone number is 805-568-2690, and whose email address is [auvenezia@countyofsb.org](mailto:auvenezia@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Jennifer Curtis Neves whose phone number is 805-730-0133, and whose email address is [jennifer@consortium-media.com](mailto:jennifer@consortium-media.com), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Austin Venezia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Jennifer Curtis Neves  
Consortium Media Services  
1300 Eastman Ave  
Ventura, CA 93003

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued

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by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached hereto as Exhibits A-1, A-2, A-3, A-4, A-5 and A-6, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this

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Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in

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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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or

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assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement



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("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
*Lauren Wideman*  
By: 8E464D822C84458  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:  
*C. Schaffer*  
By: A00ED6BB71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
*Gregory Milligan*  
By: 05F555F00209466...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Consortium Media Services

DocuSigned by:  
*Jennifer Curtis Neves*  
By: A00083503D2D43F...  
Authorized Representative

Name: Jennifer Curtis Neves

Title: Sr. Vice President

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**EXHIBIT A-1**

**GENERAL STATEMENT OF WORK**

**for Consortium Media Services**

CONTRACTOR will provide the following for SB County Departments/ Agencies including Public Health, CFS, IHSS, Behavioral Wellness and others TBD:

1. Media content creation. CONTRACTOR will be planning, performing and finishing set goals and marketing task as defined per contract / or campaign, ensuring that projects are completed on time and within scope. CM will use a wide range of different skills, strategies, tools and methods in order to meet the goals and requirements of each project. This includes development of custom localized messaging and educational materials. Local content will be interwoven with media content provided by the SB Agency Departments.
2. Community Education and Outreach. Education Outreach is designed to deepen information and understanding of the health risks or topics per department. Creative and social media content will continue to center around Santa Barbara Public Health's and additional departments mission to advance, support and deliver information and resources across a broad spectrum of various age, ethnic and economically diverse demographic groups, with a focus on Santa Barbara and North County. Messaging will be delivered equitably in English and Spanish across all channels.
3. Media Planning and Reporting. Campaigns will be planned in conjunction with the Santa Barbara County Agency outreach campaigns. Each flight will have a recommended, researched, culturally sensitive media plan. CONTRACTOR will provide social media co-management and posting for Facebook, Instagram and You Tube, as well as plan and schedule radio ads with three local stations. CONTRACTOR will provide quarterly content and ad reports to highlight overall results, engagement, tasks completed, and ongoing recommendations.
4. Campaign Goals:
  - A. To reach and impact an appropriate targeted audience through content and campaign creation through organic and paid social advertising.
  - B. Increase community awareness, education, and engagement by developing strong positive information, stats and education for the Santa Barbara community.
5. Deliverables:
  - i) **Media — Radio and Legacy Media**: Provide radio flights on mix of English and Spanish language radio stations to reach across a broad spectrum of various age, ethnic and economically diverse demographic groups with a focus on Santa Barbara and North County targeting. Digital Ads such as E-Blasts and Radio station Social Media Platforms are included.

Mix of English and Spanish language radio stations will be researched and recommended to reach across a

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broad spectrum of various age, ethnic and economically diverse demographic groups in Santa  
Barbara County with a focus on North County targeting:

- KRQK La Ley 100.3,
- KIDI La Buena 105.1,
- KPAT The Beat 95.7. Santa Barbara:
- KSBL K-Lite 101.7FM
- KIST Radio Bronco 107.7FM
- KTMS News Talk 990AM
- KTYD 99.9FM
- KJEE 92.9 Modern Rock

- ii) **Media – TV, Theater Ads, Billboards/ OOH:** As more and more consumers cut the cord and migrate over to non-ad supported streaming services, advertisers are looking to Cinema as an alternative premium video option that delivers to the younger side of the demo and reach cord-cutters, ad-skippers, and streamers at scale. It is impactful, engaging, and truly unique when you consider seeing your creative up on a 50-foot screen with the sights and sounds in movie theaters. In addition, TV, OTT ads Billboards and Out of Home media are additional marketing channels that are reviewed for each plan for targeting audiences.
- iii) **Media – Print Marketing:** Postcards, Business Cards, Posters, Direct Mailers, Brochures. Includes printing are available to meet each department's marketing and outreach goals.
- iv) **GeoAlgo**
  - (1) CM uses a proprietary social media approach to identify, reach and layer media impressions in the social media landscape. Each plan includes a Social Media ad budget to help geo target messaging and lifestyle sorted ads on Facebook and Instagram. Boosted posts to promote custom creative content up to 2 Social Media Platforms. May add on additional SM ad manager platforms (I.e Pinterest, LinkedIn, Twitter)
- v) **PPC Adwords and SEO Management** - Pay-per-Click Ads planning, management and monitoring, as well as Search Engine Optimization are available for reaching audiences with set goals.
- vi) **Public Relations Retainer** Our highly experienced PR team takes your brand to market with creative coverage and key exposure. We go beyond traditional PR techniques and move your brand while making sure your message is spot-on, consistent, and powerful.
- vii) **Account Management** - Designated hours for general admin, client meetings and internal meetings, billing and campaign vendor management hours. Final report will highlight overall campaign results, tasks completed, and ongoing recommendations for increased engagement.
- viii) **Media Planning:** Campaigns will be planned (English and Spanish language) in conjunction with outreach campaigns. Each flight will have a recommended, researched, culturally sensitive media plan.
- ix) **Sprout Social:** Sprout Social is a social media planning, scheduling, monitoring and reporting tool for Facebook and Instagram.
- x) **Social Media Retainer:** CONTRACTOR will provide social media co-management and posting for Facebook, Instagram and You Tube to provide informational images, texts and videos.
  - (1) CONTRACTOR will post digital ads developed with a minimum of 8 posts per month on multiple information channels including local Facebook and Instagram social media channels.
  - (2) Hours dedicated to custom content development and rich post library for social media editorial

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calendars, time to post, manage and generate reports for campaigns.

- (3) Messaging: Assist in the creation of clear, effective, and engaging content and visuals, using stat approved content for the education awareness outreach messaging
  - (4) Schedule & track posts. Reporting as needed.
- xi) **Creative / Design** - Our creativity is at the heart of what we do but it is our ability to weld it into a powerful plan that drives us and gets results for you. Logo Design, Corporate Identity, Marketing Materials, Brand Development
  - xii) **Web Development Support and Retainer + Web Licenses Costs:** Designate design budget to support development of specifically curated custom creative to enhance localized messaging and education materials, including, digital ads, social media posts and graphics, e blast graphics, web landing page development and graphics as well as Web Hosting, licensing and other software fees.
  - xiii) **Video Production/Photography:** Build library of videos; Filming, Directing, Producing Pre and postproduction of 4 to 6 short format new videos, editing and final output for use. Custom Photography to match the campaign. Provide stock photos as needed.
  - xiv) **Alignments and Partnerships** - Charity and Non- Profit Alignments; Community Organizations, Business Partnership

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**Santa Barbara County Agency Marketing and Outreach Compensation**

Below are rates applicable during the Term. Average rate: \$150 /hour

Media Channels / Activity	Hours	Total
<b>Deliverable: Branding:</b> Assist the County in developing a comprehensive brand identity for Departments/ Agencies including Public Health, CFS, IHSS, Behavioral Wellness and others TBD		
• <b>Branding / Strategic Marketing</b>	100	\$15,000
• <b>Brand identity Creative</b>	40	\$6,000
• <b>Copy/Content</b> – development of content for social media, potential tag line, inclusive and varied looks within brand for various tasks so they are instantly recognizable for their target audience.	100	\$15,000
• <b>Education outreach Toolkits</b> for Departments in 2 languages	63	\$9,400
• <b>Additional design</b> as requested: POP materials (postcards, posters) brochures # tbd estimated as needed for focus items	63	\$9,400
• <b>CM+ThoughtShift</b> – The future of brand identity messaging for education and outreach. A 3 – 5-year outlook with forward-viewed information, target market approach, and additional brand development.	40	\$6,000
Subtotal Deliverable Branding		<b>\$60,800</b>
<b>Deliverable: Community Outreach</b> – Develop an outreach campaign utilizing an array of marketing, public relations, and community outreach practices to reach key audiences.		
• events = Includes sponsorship, attendance, materials, scripting	50	\$ 7,500
• Newsletters/ Blogs / Content development	93	\$14,000
Subtotal Community Outreach		<b>\$21,500</b>
<b>Deliverable: Marketing</b>		
• <b>Radio and other media campaigns</b> to build and align the education outreach and awareness amplified by PR, Community Outreach and social media for key audiences. Spanish, English, Mixteco		\$55,000
• <b>Digital ads/ print</b> – YouTube, SB News Press, PPC and other digital advertising delivering targeted impressions		\$22,000
• <b>Local News Papers and Publications</b> - Print ads		\$10,000
Subtotal Deliverable Marketing		<b>\$87,000</b>
<b>Deliverable: Video Production: Create custom videos for education outreach for local community programs</b>		
• <b>Producing / Directing</b>	50	\$7,500
• <b>Writing/ Scripting / Planning/ coordination/meetings</b>	100	\$15,000
• <b>Filming / Editing</b>	75	\$11,250
• <b>Photography</b>		\$10,750
Subtotal Video Development		<b>\$44,500</b>

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**EXHIBIT A-2**

**STATEMENT OF WORK**

**Public Health Department  
For Santa Barbara Public Health Cannabis Education Program**

Timeline: July 1<sup>st</sup>, 2024 – June 30<sup>th</sup>, 2025

The following Scope of Work set forth in this Exhibit A-2 is to provide public relations and social media outreach for Santa Barbara County Public Health Department Cannabis Education Program.

**Campaign Goals:**

- Focus marketing efforts in the North County area of SBC with a goal for increased diversification in content and population outreach.
- Continue to build upon the Let's Talk Cannabis - "My Best Life" local Education Outreach campaign to deepen information and understanding of the health risks of Cannabis use among youth. Center creative and social media content around Santa Barbara Public Health's mission to advance, support and deliver information and resources for the Cannabis Education Program.
- Increase community awareness, education, and engagement by developing strong positive information, stats and education for youth Cannabis prevention and education for the Santa Barbara community.
- Increase community awareness, and education, around cannabis use of pregnant or breastfeeding mothers, education around secondhand cannabis smoke and dangers to pregnant and breastfeeding populations.

**Deliverables:**

- CM will provide social media co-management and posting for: Facebook, and Instagram,
- CM will provide quarterly content and ad reports to highlight overall results, engagement, tasks completed, and ongoing recommendations for increased success.
- CM will work with County experts on outreach messaging for pregnant and breastfeeding populations on dangers of cannabis and secondhand cannabis smoke.
- CM will utilize creative from the My Best Life content library and partner organizations approved content to share.

**\$5,250 Advertising Budget**

- o Social Media ad budget to help geo target messaging and lifestyle sorted ads on, FB and Instagram.
- o Boosted posts to promote custom creative content

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- **Social Media Retainer: \$3,000 (20 hours)**
  - o Hours dedicated to social media editorial calendars, time to post, manage and generate reports for campaigns.
  - o Messaging: Assist in the creation of clear, effective, and engaging content and visuals, using state-approved content for the education awareness outreach messaging
  - o Schedule & track posts.
  - o Includes Sprout social mgt tool
  
- **Admin Retainer: \$750 (5 hours)**
  - o Admin support, meetings.

**BUDGET RECAP**

Digital Ad Budget:	\$ 5,250
Social Media Retainer Budget:	\$ 3,000
<u>Admin Budget:</u>	<u>\$ 750</u>
 Total Budget:	 <b>\$9,000</b>

County Public Health personnel authorized to order services under this Exhibit A-2:  
Santiago Segovia – Program Manager, Email: [ssegovia@sbcphd.org](mailto:ssegovia@sbcphd.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$9,000.00

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**EXHIBIT A-3**

**STATEMENT OF WORK**

**Public Health Department**  
**For Santa Barbara Public Health Tobacco Prevention Program**  
Timeline: July 1, 2024 – June 30, 2025

**THE TOBACCO PREVENTION PROGRAM /AWARENESS CAMPAIGN**

**OBJECTIVE OF ADDITION:**

The purpose of this Exhibit A-3 SOW and budget is to detail Services to be performed by CONTRACTOR and compensation to be paid by Santa Barbara County for such Services in support of Santa Barbara County's Tobacco Prevention Program and Awareness Campaign. As described in this SOW and Budget, Consortium Media will be compensated no more than \$45,000 for completing such Campaign-related Services.

**CONTRACTOR RESPONSIBILITIES FOR CAMPAIGN**

CONTRACTOR shall provide the following public relations, Digital and traditional media advertising, and social media outreach for Santa Barbara County Public Health Department (“SBCPHD”):

Tobacco Prevention Program. The SOW includes creative campaign and marketing, digital advertising, social media content creation, paid social advertising support, to set Santa Barbara County Public Health Department Tobacco Prevention Program up for increased educational outreach and awareness in the Santa Barbara County communities.

CONTRACTOR shall:

- Consult regularly on client strategy and update meetings – set times in advance with the client.
- Develop strategic planning for approval for digital and social media outreach, social platform set up work, in addition to overseeing consistency in messaging for Santa Barbara County Public Health Department – Cessation messaging and All Tobacco Programs/Policy educational outreach to the community.
- Facilitate messaging that enwraps the necessary outreach vehicles with a deep cultural knowledge of programs offered through the Tobacco and vaping de-normalization initiative.
- Implement community outreach strategies to reach supporters and stakeholders, delivering positioning message strategies through digital marketing channels
- Create custom localized social and other creative video messages, as well as special



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targeting platform work.

- Evaluate results and provide status reports and deliverables updates.

**Social Media Outreach & Ads**

Create a consistent and reliable source for information and communication between Santa Barbara County Public Health Department– Tobacco Prevention Program the Santa Barbara and surrounding communities, engage with public consumers, stakeholders, partners and community officials to increase volume of awareness and understanding.

- Development of strategic social media outreach campaign including posts on Instagram and Facebook with boosted Facebook ads supporting the CEASE: Coalition Engaged in a Smoke free Effort Facebook page.
- Develop and implement monthly Instagram /Facebook ads and post boosts to support fan growth and content engagement amongst existing and potential employees, stakeholders and community members
- Research and set up of Instagram /Facebook / for optimum reach to key demographics, and utilize approved copy to wrap around.
- Ad campaign goals focused on increased traffic to website as well as increased fan base and engagement, education outreach, community partnerships and brand awareness
- Messaging: assist in the creation of clear, effective and engaging content and visuals using SBPH approved content for the education outreach messaging
- Budgets: Work within outlined budgets to determine the most cost effective budgets and campaigns
- Post a minimum of 12 posts per month on a variety of tobacco control issues that are pertinent to the community
- Utilize 2 to 5 existing anti-tobacco TV, digital, radio, print advertising ads developed by CTCP or other state and federal agencies about “Flavors” and “Nicotine = Brain Poison” or most current approved ad campaigns and provide paid placement of digital ads to best reach the target audience
- Create a unique/ custom creative campaign focused on SBCPH approach to Tobacco education and policies to encourage a smoke free SBC.
- Film and Edit 4 mini format videos (3-min) to compliment the new SBC PH smoke free campaign. Additional 15-30 second social media videos will be created from the filmed content to create additional social post video content.
- Progress reports – including, social media, and impression levels of all media outreach will be provided on an as needed basis or quarterly.

**Media Sources:**

Original creative will be creative by the Consortium Media design team in addition to state approved media (commercials, graphics, ads, etc.) for this procurement will be obtained from the State of California, Tobacco Control Program Media & Communication Program.

**Summary of Project Deliverables**

1. Develop a comprehensive media campaign to address tobacco issues and policy education in Santa

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Barbara County.

2. Dovetail marketing and Public Relations outreach with SBCPHD Tobacco Prevention Program comprehensive communications plan and Community Engagement, local influencers, schools and Alignments

3. Conduct content research on tobacco issues to increase community awareness on the harms of tobacco, secondhand smoke and preventing youth access to tobacco products

5. Procure Digital ads and other forms of Video advertising using materials developed by the State of California, Department of Public Health, Tobacco Control Program.

6. Develop a social media campaign using the following social media platforms, Facebook, Instagram:

- a) Utilize services such as Facebook boost to target specific populations
- b) Content for all Social Media will be sourced from reputable sources, original creative will be pre-approved by SBCPHD
- c) Promote program activities, events and news regarding tobacco issues.
- d) Evaluate success of social media campaigns, reach of target audience and increase in traffic to social media sites. SBCPHD will provide evaluation criteria.

**BUDGET RECAP**

Creative / Mini Videos Budget:	\$13,500
Social Media Retainer Budget:	\$9,300
Social Media Boosted Posts Budget:	\$1,800
Digital Ad/CM Geo Algo Budget:	\$13,200
Marketing / Strategy / Admin Budget	\$7,200

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**Total Budget** **\$45,000**

County personnel authorized to order Services under this Exhibit A-3:  
Santiago Segovia – Program Manager, Email: [ssegovia@sbcphd.org](mailto:ssegovia@sbcphd.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$45,000.00

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**EXHIBIT A-4**

**STATEMENT OF WORK**

**Social Services  
Foster Care Outreach Campaign  
FY 2024-2025**

**I. PURPOSE:**

The purpose of this Exhibit A-4 SOW is to develop and maintain a consistent brand for Santa Barbara County's Child Welfare Services (CWS). The CONTRACTOR is a brand developing agency, which utilizes multi layered media relations, web development, brand creative design and communications strategy to create a collaborative approach to help increase the amount of loving, safe homes for children in foster care. The plan will also aid in CWS' goal of creating a very high-level, positive brand internally and to the community at large.

Through the CONTRACTOR'S recommendations and strategizes an impactful, targeted public awareness campaign will be developed and employed to increase recruitment numbers through education and social justice campaigns.

CONTRACTOR shall commence performance on July 1, 2024 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by the COUNTY or unless earlier terminated.

**II. BACKGROUND:**

The scope of services is to include:

- Public Education, Marketing and Media Relations - Develop Public Education Awareness materials to reshape public opinion of foster care through media outreach in both English and Spanish including PSAs, radio, print, press, web, video, PowerPoint Presentations and social media.
- Partnerships and Promotions – Effectively maintain and enhance foster care brand within Santa Barbara County through partnerships with businesses, faith communities, schools and private and public sectors.
- Press Relations – Develop press opportunities and outreach to local media throughout the calendar year to engage media in foster care awareness and related issues. Work with social services staff and partners to secure speaking engagements and public education and outreach opportunities.

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- Web and Social Media Integration – Effectively enhance and maintain Santa Barbara County Department of Social Services website and social media outreach with relevant content, recruitment efforts and educational outreach strategies.
- Collateral Materials – Provide strategic content and design for brand collateral material and provide print management of materials.

**III. DESIGNATED REPRESENTATIVES/NOTICES:**

Changes in a Party's designated representatives shall be made only after advance written notice to the other Party. Any notice or consent required or permitted to be given to a Party under this Agreement shall be given to such Party in writing, by first class mail, postage prepaid, or otherwise delivered to such Party as follows:

To COUNTY:                    **Marianne Reagan**, Operations Manager, Department of Social Services, 234 Camino del Remedio, CA 93110; (805) 681-4529

To CONTRACTOR:            **Denise Bean-White**, CEO, Consortium Media Public Relations, 4572 Telephone Road, Suite 913, Ventura, CA 93003; (805)654-1564

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

**IV. DUTIES AND RESPONSIBILITIES:**

- **CONTRACTOR shall** provide the following Services:
  - A. Maintain and update OurCounty.OurKids. website to be current with resource family recruitment, retention, and support programs and information. Continue social media integration with relevant content, recruitment efforts and outreach strategies.
  - B. Develop press releases for outreach to local media for resource family related events throughout the year. Attend events as needed to assist with and coordinate media coverage. Follow up with local media as needed after events.
  - C. Continue to increase public education and awareness to reshape public opinion of foster care through media outreach in both English and Spanish including PSAs, radio, print, press, web, video, PowerPoint presentations and social media.
  - D. Meet with county staff as needed to refine campaign direction and strategies and review materials.
  - E. Design and develop collateral materials for recruitment and retention events as needed.
  - F. Develop press opportunities and outreach and associated materials for other Santa Barbara County Department of Social Services events as needed.
  - G. Develop resource parent in home intervention tools such as a multilingual safety information magnet and poster.
- **COUNTY shall:**
  - Maintain adequate contact and communication to aid in the facilitation of this contract goal.

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**V. FISCAL**

The total maximum amount for this Agreement shall not exceed \$27,500.

- A. CONTRACTOR shall provide an itemized invoice to the COUNTY.
- B. Monthly, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed by the 10th of the month following the service month. Submit invoices to: Chris Yuen, CWS Cost Analyst at [cyuen2@countyofsb.org](mailto:cyuen2@countyofsb.org) and Veronica Romero, CWS Fiscal Financial Office Professional at [vromer@countyofsb.org](mailto:vromer@countyofsb.org). These invoices or certified claims must cite the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- C. 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.
- D. Nonappropriation 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.

In the event that funds have been appropriated or budgeted, CONTRACTOR understands that monies paid to CONTRACTOR by COUNTY are derived from federal, state or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs.

County Public Health personnel authorized to order Services under this Exhibit A-4:  
Marianne Reagan – Operations Manager, Email: [mreaga@countyofsb.org](mailto:mreaga@countyofsb.org)

Exhibit A-4 Statement of Work maximum aggregate amount: \$27,500.00

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**EXHIBIT A-5**

**STATEMENT OF WORK**

**Social Services  
Public Outreach and Information Campaign  
FY 2024-2025**

This public outreach and recruitment campaign will work to recruit both North and South Santa Barbara County caregivers/providers for IHSS recipients who are at risk of out of home placement. The largest portion of the funding will be spent on developing a set of messaging and recruitment advertisements for the caregiver/providers to bring them onto the In-Home Supportive Services Public Authority Registry. Once the caregivers are screened and placed on the registry they will be available for hire by the IHSS recipients.

During FY 24/25 IHSS Public Authority will continue to use local English and Spanish radio to benefit understanding and awareness through both Spanish and English language radio in both Santa Maria ( Spanish language) and Santa Barbara, Spanish and English radio. Social Media campaigns will also be further developed and continued.

**Other deliverables will be:**

- Creative – design and messaging, research, photographic choice, banners, flyers and postcards.
- Account management – Invoicing, prepping, designing and negotiation for the outreach plan & strategy. Account Management also includes press brief and outreach, CM+Report.

**COSTS:**

Development of creative assets	15 hours @ \$150	\$2250
Printing	\$450	\$450
Account Management	10 hours @ \$150	\$1500
Radio – Four months- RADIO 1 Anglo station	Four months to be determined	\$5800
<b><u>Total Costs</u></b>		<b>\$10,000</b>

County Public Health personnel authorized to order services under this Exhibit A-5:  
Marianne Reagan – Operations Manager, Email: [mreaga@countyofsb.org](mailto:mreaga@countyofsb.org)

Exhibit A-5 Statement of Work maximum aggregate amount: \$10,000.00

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**EXHIBIT A-6**

**STATEMENT OF WORK**

**Public Health Department  
STI Awareness Program  
FY 2024-2025**

The following Scope of Work (SOW) in this Exhibit A-6 is to provide marketing services, microsite and social media outreach for Santa Barbara County Public Health STI Education Program.

**Campaign Goals:**

- Development of strategic social media outreach campaign including posts on Instagram and Facebook with boosted Facebook ads supporting the SBPH County-outreach to educate the community on STI awareness, testing and prevention.
- CM+PR will develop and implement monthly Facebook ads and post boosts to support outreach efforts and content engagement amongst existing and potential providers, stakeholders and community members.
- Ad campaign goals will focus on increased traffic to the informational STI microsite, information outreach management, and education awareness on STIs and testing information. Removing the stigma of getting informed and tested.
- Messaging: We will assist in the creation of clear, effective and engaging copy and visuals for the education outreach messaging.
- Budgets: We will work within outlined budgets to determine the most cost- effective budgets and campaigns.
- Develop 3 radio flights on local radio stations, and possible interview opportunities supporting the STI testing information Communications Plan.
- Post a minimum of 10 posts per month on a variety of Public Health/ STI education that are pertinent to the community.
- Utilize 2 to 5 existing STI education creative for, digital, radio, print advertising ads developed by partner organizations or other state and federal agencies about STI education outreach - such as "Take me Home" testing campaign and provide paid placement of the radio ads to best reach the target audience
- Continue to build upon the "Take me Home" outreach. Local Education Outreach campaign to deepen information and understanding of the health risks of STIs and the free access/ease/confidentiality of testing. Center creative and social media content around Santa Barbara Public Health's mission to advance, support and deliver information and resources for the testing programs and support for HIV community.
- Run Cox Media Digital Campaign to Geo target and Geo Fence College students to deliver health

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information for the Take Me home test and new PH website.

**Deliverables:**

- CM will provide social media co-management and posting for: Facebook, and Instagram.
- CM will implement targeted and localized creative research and customized content outreach messaging, delivered through multiple information channels including local Facebook and Instagram social media channels.
- CM will focus on creating a digital campaign with Cox Media to deliver impressions to college aged audience in SBC area with a focus around colleges.
- CM will provide quarterly content and ad reports to highlight overall results, engagement, tasks completed, and ongoing recommendations for increased success.
  
- **Legacy Media - Radio: \$6,600 Advertising Budget**
  - Spanish language radio stations will be researched and recommended to reach a broad spectrum of various age, ethnic and economically diverse demographic groups with a focus on North County. Includes 3 radio flights.
- **Media Planning: \$1000 Budget (6.6 hours)**
  - Campaigns will be planned (English and Spanish language) in conjunction with SBPHD's outreach campaigns. Each flight will have a recommended, researched, culturally sensitive media plan.
  
- **CM+Geo Algo, Facebook / Instagram ads and boosted posts: \$12,000 Advertising Budget**
  - Social Media ad budget to help geo target messaging and lifestyle sorted ads on FB and Instagram.
  - Boosted posts to promote custom creative content.
  
- **Sprout Social: \$1800 Budget**
  - Sprout Social is a social media planning, scheduling, monitoring and reporting tool for Facebook, Instagram.
  
- **Social Media Retainer: \$9000 (60 hours)**
  - Hours dedicated to custom content development and monthly post schedule for social media editorial calendars, time to post, and reports for campaigns.
  - Messaging: Assist in the creation of clear, effective, and engaging content and visuals, using state approved content for the education outreach messaging.
  - Schedule & track posts. Reporting as needed.
  
- **Admin /Marketing Retainer: \$3600 (24 hours)**
  - Designated hours for general admin, client meetings and internal meetings.
  
- **Digital ads Cox Media: 6,000**
  - 2 month digital outreach plan with Cox Media Digital Deliver on-line display, pre-roll video and streaming TV messaging to HH's with
  - College students and have interests in healthy living and self-improvement. Use addressable geofencing around colleges to serve pre-roll video, and streaming TV messages to HH's with



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teens, college students, parents with teens or college students, intenders of health services

<b>2024/25 Marketing and Social Media Budget</b>	
Legacy Media Radio	\$6,600
Media Planning (6.66 hours)	\$1,000
Geo Algo Ad Budget	\$12,000
Sprout Social	\$1,800
Social Media Retainer Budget (60 Hours)	\$9,000
Admin/ Client Meetings/Support (24 hours)	\$3,600
Digital Ads with Cox Media	\$6,000
<b>TOTAL YEAR BUDGET</b>	<b>\$40,000</b>

County Public Health personnel authorized to order Services under this Exhibit A-6:  
Nancy Hansen – Staff Nurse Supervisor, Email: [nhansen2@sbcphd.org](mailto:nhansen2@sbcphd.org)

Exhibit A-6 Statement of Work maximum aggregate amount: \$40,000.00

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$500,000.00**.
- B. Payment for Services and reimbursement of costs, , to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-6, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.

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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Professional Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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

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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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

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- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **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.

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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

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the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

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

4. FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition

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to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or



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employee involved in or knowledgeable about such conduct;

- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

Master Services Agreement for Services of Independent Contractor  
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9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. 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](http://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.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the

Master Services Agreement for Services of Independent Contractor  
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United States.

- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

Master Services Agreement for Services of Independent Contractor  
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19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

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

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

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

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

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

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

DocuSigned by:  
  
A66683603D2D45F...  
Jennifer Curtis Neves, Senior VP/GM

5/23/2024 | 1:12 PM PDT

Date

Section 4  
Master Service Agreement : Gray Quarter, Inc

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Gray Quarter, Inc

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Gray Quarter, Inc ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 8575 Morro Rd, Atascadero, CA 93422.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Christian Garcia, whose phone number is 805-568-2696, and whose email address is [cgarcia@countyofsb.org](mailto:cgarcia@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Brian Weber, whose phone number is 559-289-4573, and whose email address is [brian@grayquarter.com](mailto:brian@grayquarter.com), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Christian Garcia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Brian Weber  
Gray Quarter, Inc  
8575 Morro Rd  
Atascadero, CA, 93422

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached

Master Services Agreement for Services of Independent Contractor  
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hereto as Exhibits A-1, A-2, A-3, A-4, A-5, and A-6 and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,



Master Services Agreement for Services of Independent Contractor  
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regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

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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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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.

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**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E

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hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR’s Terms, if any.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
By: Lauren Wideman  
8F404D822C84458...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:  
By: C. Schaffer  
A99ED5BD71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
By: Gregory Milligan  
85F555F80269406...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Gray Quarter, Inc

DocuSigned by:  
By: Brian Weber  
760E7AC198474BD...  
Authorized Representative

Name: Brian Weber

Title: Chief Revenue Officer

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**EXHIBIT A-1**

**GENERAL STATEMENT**

**OF WORK**

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Configuration assistance
  - Scripting assistance
  - Reporting
  - Assistance with Accela APIs
  - Data cleanup
  - Issue resolution
  - Administration tasks, such as user maintenance, resetting passwords
- Custom Interface and Website Development
- Other tasks as assigned by Client identified project manager

Any project estimated to take over 40 hours by Service Provider will be defined in a scope of work and must be approved by Client prior.

Standard Rate: \$195 hour

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**EXHIBIT A-2**

**STATEMENT OF WORK**

**CEO's office  
(continuation of work previously on CN24447)**

Support Services to Accela Civic Platform  
Cannabis Managed Services Agreement

**MANAGED SUPPORT SERVICES**

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County, CA ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Configuration assistance
  - Scripting assistance
  - Assistance with Accela APIs
  - Data cleanup
  - Issue resolution
  - Administration tasks, such as user maintenance, resetting passwords
- Training

The following Services fall outside of the terms of this Agreement and will be considered Projects, and will be quoted and billed as separate, individual Services.

- New business processes or modules to be implemented
- New, or updates to existing interfaces
- New data conversions
- New software development
- Any other project that Gray Quarter estimates effort at more than 40 hours.

**COMMUNICATION**

Gray Quarter will provide the following tools to Client's designated I.T. Contact Person(s) to assist with Team coordinate and provide easy access to Gray Quarter professional services:

- 1) Gray Quarter Web Based Request- <https://help.grayquarter.com>
- 2) Gray Quarter Support Email inbox - [help@grayquarter.com](mailto:help@grayquarter.com)

To facilitate the remote work Gray Quarter will provide web meeting software and conference bridges for remote sessions if required.



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**TRAVEL EXPENSES**

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Agency. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency.

**SERVICE LEVEL AGREEMENT**

- Requests for Service made through web and email will receive a meaningful (non- automatic) response within 3 business days.
- Gray Quarter will honor the date/time of scheduled requests for meetings made via the Gray Quarter Website, where real-time resource availability is displayed or contact requester in advance of meeting to identify mutual alternatives.

**REPORTING AND DOCUMENTATION**

All Requests for Assistance will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Detailed list of Hours worked by resource

**ASSUMPTIONS**

- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

**TERM OF AGREEMENT**

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual cost of rendering such assistance.

**FEES AND PAYMENT SCHEDULE**

The billing rate for all Services under this Exhibit A-2 will be \$195 per hour, exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Client on a Monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

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Services will be suspended if payment is not received within 5 days following date due.

**LIMITATION OF LIABILITY**

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to damages caused by the gross negligence of Gray Quarter, Inc.

**CONFIDENTIALITY**

Service Provider and its agents will not use or disclose Client information, except as necessary to provide the contracted Services and will protect against unauthorized use.

**MISCELLANEOUS**

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control and in no way arising out of acts of God.

**County Executive Office personnel authorized to enact services:**

Carmela Beck, Program Manager – Cannabis  
County Executive Office  
105 E. Anapamu St., RM 108, Santa Barbara, CA 93101  
Phone: 805-568-3504  
Email: [cbeck@countyofsb.org](mailto:cbeck@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$11,400.00.

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**EXHIBIT A-3**

**STATEMENT OF WORK**

**Environmental Health Services**

**MANAGED SUPPORT SERVICES**

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County Environmental Health Services ("Client") as defined below:

- Customer User Interface Enhancements for Accela Citizen Access
- Custom Reports and Data Dashboards
- Online Document Search Portal
- Other Software Support and Administration Tasks for the Accela Civic Platform as assigned by Client-identified project manager, including, but not limited to:
  - o Configuration assistance
  - o Scripting for automation and batch processes
  - o Data reporting for regulatory compliance
  - o Issue resolution

Requests for service can include any of the above listed services but will have an emphasis on Reports during the current term of this services agreement through June 30, 2025. Client will need modifications to existing Accela reports (Crystal and Ad Hoc) as well as creation of new reports. Most reports will involve creating a summary data output report from existing data fields in Accela. Printed examples will be provided from the existing reports in the Client's legacy software, EnvisionConnect. Requests will be submitted as outlined below in the SERVICE LEVEL AGREEMENT section and Service Provider shall provide a quote, or estimate, for such work. Client shall respond to quote within the timeframe outlined on quote with approval or rejection. Service Provider will not commence work without the written approval of quote/estimate by Client. Any project estimated to take over 40 hours by Service Provider will be defined in a separate scope of work and must be approved by Client project manager prior.

**Communication**

Gray Quarter will provide the following tools to Client's designated I.T. Contact Person(s) to assist with Team coordinate and provide easy access to Gray Quarter professional services:

- 1) Gray Quarter Web Based Request – <https://help.grayquarter.com>
- 2) Gray Quarter Support Email Inbox – [help@grayquarter.com](mailto:help@grayquarter.com)

To facilitate the remote work Gray Quarter will provide web meeting software and conference bridges for remote sessions if required.

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**Travel Expenses**

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Client. Gray Quarter will bill Client for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Client to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Client's prior written consent. Expense receipts will be made available as requested by Client.

**Service Level Agreement**

- Requests for Service made through web and email will receive a meaningful (non-automatic) response within 3 business days.
- Gray Quarter will honor the date/time of scheduled requests for meetings made via the Gray Quarter Website, where real-time resource availability is displayed or contact requester in advance of meeting to identify mutual alternatives.

**Reporting and Documentation**

All Requests for Assistance will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Service Level Agreement Metrics

**Assumptions**

- Change management is Client responsibility.
- Client will provide remote access to systems on an as-needed basis to support Client requests.

**Term of Agreement**

This Agreement is part of the Master Services Agreement, MA5713, approved by the Santa Barbara County Board of Services on June 27, 2023. This Scope of Work for Environmental Health Services is effective upon the date signed by Service Provider, and shall remain in force through June 30, 2025.

This Agreement may be terminated prior to June 30, 2025, by either party upon thirty (30) days written notice.

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During such thirty (30) day period, Service Provider shall, as directed by Client, 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 Client from such winding down and cessation of services.

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider, if desired by Client. Client agrees to pay Gray Quarter the actual costs reasonably incurred by Gray Quarter rendering such assistance.

**Fees and Payment Schedule**

The billing rate of \$195 per hour will be used for all services during the Term.

<b>Fiscal Year</b>		<b>Not to Exceed Amount</b>
2024/2025	Maintenance and Support (TM)	\$50,000.00
	Total	\$50,000.00

Service Provider reserves the right to stop work upon reaching yearly not to exceed amount until it resets.

Invoices will be sent to Client on a monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Service Provider reserves the right to suspend services if payment is not received within 5 days following date due.

**Limitation of Liability**

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to any damages caused by the gross negligence of Gray Quarter, Inc.

**Confidentiality**

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

**Miscellaneous**

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Service Provider is not responsible for failure to

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render services due to circumstances beyond its control and in no way arising out of acts of God.

**County Environmental Health Services personnel authorized to enact services:**

Lars Seifert , Environmental Health Services Director  
Public Health Department, Environmental Health Services  
225 Camino del Remedio, Santa Barbara, CA 93110  
Phone: 805-681-4934  
Email: [LSeifert@sbcphd.org](mailto:LSeifert@sbcphd.org)

Rose Davis, Department Business Specialist  
Public Health Department, Environmental Health Services  
225 Camino del Remedio, Santa Barbara, CA 93110  
Phone: 805-681-4939  
Email: [rdavis@sbcphd.org](mailto:rdavis@sbcphd.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$50,000.00

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**EXHIBIT A-4**

**STATEMENT OF WORK**

**Planning & Development**

**Professional Services**

Gray Quarter, Inc. (“Service Provider”) will provide Professional Services to COUNTY, (“Client”) for 7/1/24 to 6/30/25 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Bluebeam Integration
    - Estimated for 80 hours at \$195/hour for a total of \$15,600.00
  - GIS Configuration and Support
    - Estimated for 70 hours at \$195/hour for a total of \$13,650.00
  - Payment Processor Configuration and Integration
    - Estimated for 50 hours at \$195/hour for a total of \$9,750.00
- Training

**Travel Expenses**

All support will be provided remotely unless it is requested by COUNTY to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Client. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control such expenses and will not incur such expenses below without Agency’s prior written consent. Expense receipts will be made available as requested by Agency.

**Reporting and Documentation**

All Requests for Assistance will be processed through Gray Quarter’s management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance

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- Detailed list of Hours worked by resource

**Assumptions**

- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

**Term of Agreement**

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual costs reasonably incurred by Gray Quarter rendering such assistance.

**Fees and Payment Schedule**

Total not to exceed amount for this Professional Services Scope of Work is **\$39,000.00** representing 200 hours of Professional Services at \$195 per hour.

The billing rate for all Services under this Exhibit A-3 will be \$195 per hour, exclusive of taxes and expenses Exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Planning & Development on a monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Planning and Development will work with Public Works internally to pay the invoices jointly by the invoice due date.

Services will be suspended if payment is not received within 5 days following date due.

**Limitation of Liability**

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to any damages caused by the gross negligence of Gray Quarter, Inc.

**Confidentiality**

Service Provider and its agents will not use or disclose Client information, except as necessary to



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provide the contracted services and will protect against unauthorized use.

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**Miscellaneous**

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control and in no way arising out of acts of God.

**County Planning & Development personnel authorized to enact services:**

Linda Liu, Project Manager  
Planning & Development  
123 E. Anapamu St., Santa Barbara, CA 93101  
Phone: 805-568-2035  
Email: [lliu@countyofsb.org](mailto:lliu@countyofsb.org)

Exhibit A-4 Statement of Work maximum aggregate amount: \$39,000.00.

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**EXHIBIT A-5**

**STATEMENT OF WORK**

**Public Works Department**

**Professional Services**

Gray Quarter, Inc. ("Service Provider") will provide Professional Services to Santa Barbara County, CA Public Works Transportation for 7/1/24-6/30/25 time period ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Project-based work requests containing the following components:
    - Project Manager
    - Project Schedule
    - Defined start and end of project requirements
    - Project Deliverables
- Training

**Travel Expenses**

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Client. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency.

**Reporting and Documentation**

All requests for Service ("Requests for Assistance") will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Detailed list of Hours worked by resource

**Assumptions**

Master Services Agreement for Services of Independent Contractor  
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- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

**Term of Agreement**

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual costs reasonably incurred by Gray Quarter in rendering such assistance.

**Fees and Payment Schedule**

Total not to exceed amount for this Professional Services Scope of Work is \$29,250.00 representing 150 hours of Professional Services at \$195 per hour and is exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Client on a Monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Services will be suspended if payment is not received within 5 days following date due.

**Limitation of Liability**

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to damages caused by the gross negligence of Gray Quarter, Inc.

**Confidentiality**

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

**Miscellaneous**

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances

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beyond its control and in no way arising out of acts of God.

**County Public Works Department personnel authorized to enact services:**

Larry Lowman, IT Manager  
Public Works Department  
123 E. Anapamu St., Santa Barbara, CA 93101  
Phone: 805-568-3052  
Email: [llozman@countyofsb.org](mailto:llozman@countyofsb.org)

Exhibit A-5 Statement of Work maximum aggregate amount: \$29,250.00.

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**EXHIBIT A-6**

**STATEMENT OF WORK**

**Public Works Department**

**GRAY QUARTER MANAGED SERVICES**

This exhibit is bound by the terms of the “GRAY QUARTER MANAGED SERVICES TERMS” and describes the specific level of Managed Services that will be provided to the Client.

**1. Managed Services.**

1.1 **Tier 2/3.** Gray Quarter will provide remote Tier 2/3 support to Client administrators only and provide incident, problem, task, and question resolution services. Administrators with permission to request support shall not exceed 5 named users. Client can add or remove named Administrators should staffing change on Client side.

**2. Service Level Agreements.**

2.1 **Covered Items.** Gray Quarter will work to provide resourcing to meet timelines established for ticket resolution based on the severity of ticketing and type of ticketing. Gray Quarter will support all components of the approved in use production configuration of the Accela Civic Platform SaaS solution.

2.2 **Types.** The type of ticket is the initial determination on how a ticket will be processed and SLA assigned.

- **Incident and Problem.** These types of tickets are worked with the highest priority and are items that were working and are now broken or causing business disruptions.
- **Tasks.** These types of tickets are worked with second highest priority and are minor enhancement tasks or modifications to the supported configuration. Enhancements in the scope of Managed Services are estimated as low to moderate complexity tasks that can be completed by a single person and meet the following requirements.
- Task submitted must include clear requirements and acceptance criteria.
- Task must be single discipline items (ex. System Configuration, ACA Configuration, Report, or EMSE Script).
- Task submitted must be possible to complete in the system at time of submittal and not depend on another open task or pending feature. As an example, you may submit a request for a configuration change, then after configuration is complete and in production you may submit a new task for a report on the new configuration. You may not submit both tasks concurrently as the report would not be possible until the task

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for configuration is completed.

- **Questions.** These types of tickets are general questions about the Accela Civic Platform and will be completed as availability.

2.3 **Classification.** The type of ticket is the initial determination on how a ticket will be processed and SLA assigned.

- **Urgent.** This classification is for ticket items and is reserved for Incident and Problem types only and indicates that business is severely affected or cannot continue. (ex. A workflow is broken and cannot issue a building permit).
- **High.** This classification is for ticket items that are time sensitive in nature and should be completed by the next Standard Release. (ex. A fee schedule change that goes into immediate effect).
- **Normal.** This classification is used for the bulk of tickets and is for normal requests for support or changes to the system. (ex. Add a new workflow task for Police Department review).
- **Low.** This classification is used for non-time sensitive tasks, that can be completed as staffing time permits. (ex. Disable right of way permit that is no longer used in the system.)

2.4 **Response and Resolution Times.** The following response and resolution times will be used. In the event request exceed capacity the follow priority for resolution will be First Classification, then Incidents and Problems, Task, and Questions.

- **Urgent.** Initial Response two (2) hours, Estimation Response four (4) hours, Resolution one (1) business day. Eligible for Emergency Hotfix Release.
- **High.** Initial Response four (4) hours, Estimation Response eight (8) hours, Resolution five (5) business days. Eligible for Emergency Hotfix Release.
- **Normal.** Initial Response one (1) business day, Estimation Response two (2) business days, Resolution ten (10) business days. Release during next standard release after resolution.
- **Low.** Initial Response two (2) business days, Estimation Response four (4) business days, Resolution twenty (20) business days. Release during next standard release after resolution.

### 3. Requesting Support.

3.1 **Web.** (Preferred) Gray Quarter shall provide access to an online portal <https://help.grayquarter.com> that allows Client to submit and classify tickets. This is the preferred method of support request by Gray Quarter as it allows for accurate classification of tickets and SLA tracking.

3.2 **Phone.** Gray Quarter shall provide access to a monitored phone line 1-805-819-5820 during normal business hours.

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3.3 **Email.** Gray Quarter will create tickets and follow up via email when submitted to [help@grayquarter.com](mailto:help@grayquarter.com). Email initiated tickets will be initially processed as normal priority.

4. Release Support.

4.1 **Standard Release.** Gray Quarter will establish a standard release schedule which will be used to promote all approved configuration to production. (ex. First Thursday of every month). During this release window all approved configurations will be promoted from non-production environments into production.

4.2 **Emergency Release.** Gray Quarter will assist customers with up to one (1) emergency release per quarter. Only Urgent severity tickets will qualify for emergency release consideration.

5. Business Hours.

5.1 **Standard.** Gray Quarter shall provide staffing between the hours of 7:30 AM and 5 PM Pacific Time.

5.2 **After Hours Support.** Gray Quarter shall provide one after-hours session per month for the purpose of deploying Standard Releases into the production environment. Gray Quarter will provide one after-hours emergency hotfix release into a production environment depending on staff availability.

5.3 **Holiday.** Gray Quarter staff observe the following 10 holidays. A calendar can be provided for specific dates on an as needed basis.

- New Years' Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People/Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

6. System Access.

6.1 **Accela Civic Platform.** Client will provide named user with admin level access to Gray Quarter for the purpose of supporting the environment.

6.2 **Reporting Database.** Client will provide Gray Quarter with Accela Enhanced Reporting Database (ERD) access. If ERD access is not available, then Client will request and provide copy from Accela



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by and between the County of Santa Barbara and Gray Quarter, Inc  
to support reporting on an as needed basis. Client agrees that support tickets dependent on database copies may be delayed due to time required to back up and restore databases.

6.3 **Reporting Files.** Client will provide Gray Quarter with access to the repository or the latest copy of all SSRS and/or Crystal Report files that are in use with the Accela.

6.4 **EMSE Scripting.** Client will provide Gray Quarter access to any existing EMSE Scripting repositories. If no script repository exists, Client agrees that Gray Quarter may create its own script repository and link it to Client Accela environment for the purpose of providing support.

7. Governance.

7.1 **Monthly Meeting.** Gray Quarter will participate in a monthly remote meeting with Client stake holders to review performance of Gray Quarter Managed Services, discuss problem tickets, discuss upcoming Accela related releases, and align with Client initiatives.

8. Compensation and Payment.

8.1 **Annual Billing.** Gray Quarter will bill the Client annually for the Managed Services described in Section #1 of this Exhibit A-6, above.

9. Renewal Pricing.

9.1 **Renewal.** At the end of current Term, the Client shall have the option to renew at existing rate plus no more than 7% increase per year tied to CPI.

**County Public Works Department personnel authorized to enact services:**

Larry Lowman, IT Manager  
Public Works Department  
123 E. Anapamu St., Santa Barbara, CA 93101  
Phone: 805-568-3052  
Email: [llowman@countyofsb.org](mailto:llowman@countyofsb.org)

Exhibit A-6 Statement of Work maximum aggregate amount: \$120,000.00.

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$350,000.00**.
- B. Payment for Services and reimbursement of costs, , to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-6, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.

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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Information Technology Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

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destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

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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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.

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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

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

4. FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION

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

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;



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- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS

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The following access to records requirements apply to this Agreement:

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

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

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. 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](http://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.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part

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182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

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

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

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

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

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

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

DocuSigned by:  
*Brian Weber*  
760E7AC198474BD...  
\_\_\_\_\_  
Brian Weber, Chief Revenue Officer

5/23/2024 | 12:15 PM PDT

\_\_\_\_\_  
Date

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Gray Quarter, Inc

**EXHIBIT F**

**MANAGED SERVICES TERMS**

These Managed Services Terms (these “**Terms**”) are attached to that certain Master Service Agreement by and between the County of Santa Barbara and Gray Quarter dated June 4, 2024 (the “**Agreement**”) and are incorporated into the Agreement by this reference. Unless otherwise expressly set out in these Terms or an applicable Order for Managed Services, all terms and conditions of the Agreement in respect of services and software apply equally to the Managed Services. Capitalized terms used but not defined in these Terms have the meaning given to them in the Agreement.

**1. Managed Services.** Gray Quarter’s managed services (the “**Managed Services**”) may include, but are not limited to, (i) service work to configure and implement requirements for Customer’s use of the Hosted Services; (ii) review of Customer’s existing configuration and usage of Hosted Services and certain third party technologies; and (iii) other supporting services related to the configuration, use and maintenance of the Hosted Services. Managed Services are intended to be purchased after Customer’s initial configuration of the Hosted Services and address non-complex enhancements and services tasks. Initial and complex or expanded work to configure, scope Customer requirements or otherwise implement the Hosted Services for Customer use are provided through Gray Quarter professional services work (“**Professional Services**”) and are not Managed Services. Any Professional Services require the execution of a separate Professional Services Agreement and one or more statements of work. These Terms and the Agreement do not apply to Professional Services.

**2. Additional Terms.**

2.1. Customer agrees to provide Gray Quarter with all information, materials, rights of access and licenses as required for Gray Quarter to perform the Managed Services (collectively, “**Customer Materials**”) as well as access to Customer’s stakeholders who are empowered to make decisions concerning the Managed Services. Customer acknowledges that Gray Quarter’s performance of the Managed Services is contingent upon: (a) timely delivery of Customer Materials; (b) availability of Customer’s stakeholders and (iii) access to and availability of the third party software environment used by Customer.

2.2. Customer acknowledges and agrees that: (a) Customer is solely responsible for the accuracy and quality of the information it provides to Gray Quarter in connection with the Managed Services; and (b) Customer must evaluate and bear all risks associated with its reliance on the accuracy, completeness or usefulness of Managed Service findings and recommendations, if any.

2.3. Unless prohibited under the Agreement or applicable Order, (i) Managed Services payments are non-cancellable and non-refundable, and (ii) Customer’s purchase of Managed Services will be automatically renewed on a periodic basis (monthly unless otherwise stated in an Order) of Customer’s first purchase and for successive periods thereafter until terminated by Customer or upon the expiration or termination of the Agreement. Gray Quarter may pro rate Managed Services fees to make them coterminous with Hosted Services purchased under the Agreement.

2.4. Gray Quarter represents and warrants that the Managed Services will be performed in a professional and timely manner. Other than any obligation to indemnify or as to damages caused by Gray Quarter’s gross negligence in the performance agreement, Customer’s remedy will be, as commercially practicable, Gray Quarter’ re-performance of deficient Managed Services. Gray Quarter disclaims all liability related to third party software or systems utilized by Customer.

Section 5  
Master Service Agreement : Herencia Indigena

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Herencia Indigena LLC

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Herencia Indigena LLC ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1107 South Broadway, Santa Maria, CA 93454.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Rafael Reyez, whose phone number is 805-568-2692, and whose email address is [rreyez@countyofsb.org](mailto:rreyez@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Irebid Gilbert, whose phone number is 805-268-1019, and whose email address is [director@herenciaindigena.com](mailto:director@herenciaindigena.com), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:	Rafael Reyez General Services, Procurement Services 260 N San Antonio Rd Santa Barbara, CA 93110
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To CONTRACTOR:	Irebid Gilbert Herencia Indigena LLC 1107 South Broadway Santa Maria, CA, 93454
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If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This section 2 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached



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hereto as Exhibits A-1, A-2, A-3 and A-4, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,

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regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

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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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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**

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This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 34 of this Agreement (“Numbered Sections”) and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the Numbered Sections and Exhibits B, C,D, E, F and G hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and

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control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

**34. BUSINESS ASSOCIATE**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit F - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel  
DocuSigned by:

By: Lauren Wideman  
8F464D822C84456...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller  
DocuSigned by:

By: C. Schaffer  
A89ED5BB71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

By: Gregory Milligan  
85F555F09269466...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Herencia Indigena LLC  
DocuSigned by:

By: Irebid Gilbert  
2A4358FF78E04B8...  
Authorized Representative

Name: Irebid Gilbert

Title: Executive Director

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**EXHIBIT A-1**  
**GENERAL STATEMENT OF WORK WITH RATES**  
**July 01, 2024 to June 30, 2025**

Herencia Indigena (HI) – Mixteco Interpreting

**Standard Service Agreement**

**Purpose:** Increase access to *Mixteco* interpreting services for Santa Barbara County.

**Needs Statement:** Recent U.S. Census Bureau data states that 39.9% of Santa Barbara County speak a language other than English at home that includes Spanish and Mixteco. Mixteco is not a written language, so there are unique challenges in assuring that public services are conveyed effectively and in a culturally appropriate and impactful manner. Mixteco alone can be spoken in 81 different ways depending on region; creating challenges in language matching and obtaining an interpreter. Santa Barbara County will establish a partnership with Herencia Indigena, an organization that works to increase access to services and information for the Mixteco Indigenous immigrant community. This initiative aims to ensure that healthcare staff has access to interpreting services, specifically, when they come across a Mixteco speaker.

**Services:** H.I. interpreters will provide Mixteco interpreting between staff and their patients.

Herencia Indígena’s Mixteco Advocates/Interpreters' scope of work may include but are not limited to the following listed below. Under the guidance of Santa Barbara County staff, interpreters/advocates assigned to the case, may participate and assist with:

- Facilitating the communication between provider and patients by interpreting from Mixteco to English.
- Assisting with intake appointments, and scheduling follow-up appointments with patients.
- Assisting and helping patients be at ease when receiving services.
- Explaining and educating in regards to accessing and receiving services.
- May explain and interpret informational or educational forms, programs, and resources available to patients.
- In sensitive cases, assist with connecting patients with outside community resources approved by Santa Barbara County.
- Assisting in building rapport between providers and patients.
- Tracking services are provided to ensure stakeholders are meeting patient needs.

**Additional Needs:**

- Please send over educational materials, common procedure forms, or anything that will be helpful information for our advocates/ interpreters to review before starting services. This is crucial as there may be terms that do not exist in Mixteco and may need to be defined and explained.
- SBC will ensure that H.I. Personnel have safe and secure access to areas in the facility that are necessary for work performance. (i.e., Personal protective equipment and secure workstation)
- SBC will ensure access to printing for any development of educational material.



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**In-Person Rates:**

- Onsite interpreting is available at Santa Maria Health Care Center at a rate of \$50 an hour with a minimum of 40 hours a week.
- Mileage, travel time, and H.I. fee will be billed accordingly if appointments take place outside of the city of Santa Maria, California.
- In any situation where an additional interpreter is needed, this request can be made and will require a 48-hour notice and approval.
- Regardless of the length of the appointment, a minimum of 4 hours will be applied and billed.
- If the scheduled appointment exceeds the time allocated, then an additional hour will be charged.  
*Example:* In case of appointments last longer than scheduled, exceeding more than 10 minutes then (HI) will bill an additional hour.
- No-shows or cancellations without a 24-hour notice will still be billed accordingly.

<b>Rates for In-person Interpreting</b>			
<b>In-Person Interpreting</b>	<b>Minimum Hrs</b>	<b>Rate/ Hour</b>	<b>Mileage Rate:</b>
Santa Maria, CA	4	\$50.00	Waived
Santa Maria, CA (after hours)	4	\$90.00	Waived
Guadalupe, CA	4	\$90.00	Determined by Location Address
Lompoc, CA	5	\$90.00	Determined by Location Address
Santa Barbara, CA	5	\$90.00	Determined by Location Address

<b>Santa Maria Health Care Center -Onsite Interpreting</b>			
<b>In-Person Interpreting</b>	<b>FTE</b>	<b>Rate/ Hour</b>	<b>Details</b>
Santa Maria Health Care Center	1	\$50.00	40 hours a week for OB/GYN
Santa Maria Health Care Center	.2	\$50.00	8 hours a week for Pediatrics

**Phone Rates:**

- If telephone or video interpreting is needed, this will be billed at \$4.00 per minute with a minimum of 20 minutes per call and billed in 15-minute increments (e.g., 20, 35, 50).
- No-shows or cancellations without a 24-hour notice will still be billed accordingly.
- All requests are dependent on interpreter availability and over-the-phone interpreting is available by appointment only.
- After-hour rates are \$4.50 with a minimum of 20 minutes. After-hours include Monday -Friday 5 PM - 9

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AM as well as any time on Saturday and Sunday.

- Mixteco interpreters from both the states of Oaxaca and Guerrero are available.
- Interpreting services may be unavailable for last-minute requests, after hours, or on weekends.

<b>Phone Interpreting Services - All Divisions and Programs</b>			
<b>Days available:</b>	<b>Language</b>	<b>Rate per minute</b>	<b>Minimum</b>
Dependent on interpreter’s availability	Mixteco	\$4	20 Minutes
<b>After Hours</b> Monday - Friday (Evening) Saturday & Sunday (All Day)	Mixteco	\$4.50	20 Minutes

**Mixteco Cultural Awareness Classes & Administrative Rates:**

- Mixteco Cultural Awareness classes are held at least 2 times per year to ensure training for all incoming and new staff.
- Discuss common misconceptions when working with indigenous communities to improve rapport between staff and clients.
- Cover language history and learn phrases that help facilitate the conversation between staff and clients.
- Discuss cultural norms, beliefs, and traditions related to our indigenous community.
- Explain the differences in local cultural practices as they relate to health care.
- Identify specific communication styles utilized in different cultural backgrounds.

<b>Cultural Awareness Classes</b>		
<b>Zoom or In-Person</b>	<b>Maximum Attendance</b>	<b>Rate</b>
Per Session	Up to 35 people	\$1,500
Per Session	36-50 people	\$1,800

- Responsible for strategic planning with the county team; oversight of projects to ensure successful outcomes; recruitment, identification, and training of interpreters; coordination of events; and project reporting tasks.
- Amount is dependent on the time spent on each project.
- Administrative supervision and accounting services in support of the project.
- This fee will be applied to every invoice report sent to point of contact listed below.

<b>Administrative Costs</b>	<b>Rate</b>	<b>Yearly Budget</b>
<b>Program Director and Manager</b>	\$100/hour	\$18,000
<b>Executive and Fiscal Management</b>	\$100/hour	\$12,000

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*Billing Information:*

- Monthly invoices will be billed accordingly to:
  - Requesting Department
  - Invoices will include service details such as:
    - Service date,
    - Site address/location, &
    - Provider's Name

Rates and fees may be subject to change, in which case Herencia Indigena LLC will notify Santa Barbara County prior to making any changes.

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**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Department of Social Services and Workforce Development Board (WDB)**  
**Mixteco Interpreting Services**

**I. 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 **Herencia Indigena: Mixteco Interpreting Services** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**II. PURPOSE/TERM:**

The purpose of this contract is to provide Interpreting Services for Mixteco Clients for the Department of Social Services (DSS) and WDB. CONTRACTOR shall commence performance on July 1, 2024 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated. After the initial contract period, unless terminated by either party, this Agreement shall be renewed on an annual basis (July through June). If terms and conditions change, a revised Statement of Work will be written.

**III. DUTIES AND RESPONSIBILITIES:**

A. Contractor shall:

1. Provide interpretation services to assist DSS and WDB staff in providing services to the Mixteco population both in the field and in the office. Interpretation services are available in- person and via telephone.
2. For Adult and Children Services (ACS), interpretation services will be accessible by social workers in who need assistance with investigating referrals and providing ongoing services to families in Santa Barbara County. This could include providing interpretation for law enforcement, medical staff, or other professionals, as needed.
3. Interpretation services will assist in building rapport between social workers and clients.
4. Interpretation services will assist with educating clients on DSS and WDB policies, procedures, and services.
5. Interpretation services will explain informational/educational forms, programs, and resources available to clients.
6. Interpretation services will assist with conversations, such as intakes, interviews, case plan development, and safety plan/action plan creation.
7. Interpretation services will assist in follow up meetings and weekly check-ins with clients.
8. Interpretation services will assist with connecting clients with community resources.

B. County shall

1. DSS and WDB staff will notify supervisor of interpretation need and receive approval for services.
2. DSS and WDB staff will contact and coordinate with Contractor to assist with Mixteco Interpretation needs.
3. When possible, DSS and WDB staff will attempt to schedule appointments at least 48 hours in advance to allow for the assigned interpreter to speak with the DSS and WDB staff prior to the appointment.

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County Social Services personnel authorized to enact services:

Emma Duncan – Department Business Specialist, Human Resource Analyst, Email: [eduncan@countyofsb.org](mailto:eduncan@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$140,000.00

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**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**Public Health Department**

PURPOSE: To increase access to Mixteco interpreting services for the Santa Barbara County Public Health Department. Continue contract through FY 24-25.

<b>1. Name of Agency:</b>	<b>Herencia Indigena</b>
<b>2. Type of Service:</b>	Interpretation
<b>3. Target Population:</b>	Mixteco-speaking
<b>4. Program Description/ Services to be provided:</b>	<p>Services: H.I. interpreters will provide Mixteco interpreting between staff and their patients. Herencia Indígena's Mixteco Advocates/ Interpreters scope of work may include but are not limited to the following listed below. Under the guidance of Santa Barbara County Public Health Department staff, interpreters/advocate assigned to the case, may participate and assist with the following:</p> <ul style="list-style-type: none"> <li>• Facilitating the communication between provider and patients by interpreting from Mixteco to English.</li> <li>• Assisting with intake appointments and scheduling follow up appointments with patients.</li> <li>• Assisting and helping patients be at ease when receiving services.</li> <li>• Explaining and educating in regards to accessing and receiving services.</li> <li>• May explain and interpret informational or educational forms, programs, and resources available to patients.</li> <li>• In sensitive cases, assist with connecting patients with outside community resources.</li> <li>• Assisting in building rapport between providers and patients.</li> <li>• Connecting patients with community resources approved by the Santa Barbara County Public Health Department.</li> <li>• Tracking services provided to ensure stakeholders are meeting patient needs.</li> </ul>
<b>5. Dates/Times services to be provided:</b>	Daily 8 am – 5 pm and additionally as arranged.
<b>6. Location(s) where services will be provided:</b>	Santa Maria Health Care Center 2115 Centerpointe Pkwy And/or other locations as agreed to by Contractor and PHD Health Center Program Administration.
<b>7. Contractor's Qualifications:</b>	CONTRACTOR is qualified through training and is already providing such services at other locations in North County.

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<p><b>8. Compensation and Invoicing:</b></p>	<p>CONTRACTOR shall submit an electronic monthly invoice to the County Designated Representative listed below following provision of services as outlined:</p> <ul style="list-style-type: none"> <li>• Interpretation</li> <li>• Training</li> <li>• Special interpretation projects</li> </ul> <p>Services: shall be up to an amount not to exceed \$140,000.00</p> <p><b>Invoice must be on agency letterhead and must include your contract number that will be found on the purchase order contract and will begin with the letters "CN".</b> The following language must also be included on the invoice:</p> <p>CONTRACTOR shall not bill clients or third parties for any services, which CONTRACTOR provides to COUNTY.</p>
<p><b>9. County Designated Representative:</b></p>	<p>Program contact name and title Santa Barbara County Public Health Department Paola Hurtado 300 N. San Antonio Rd Santa Barbara, CA 93110 Phone (805) 805-698-2418 FAX (805) Fax: (805) 681-5200  Email: phurtado@sbcphd.org</p>
<p><b>10. County Contract Contact:</b></p>	<p>Margaret "Margs" Fitzwilliam, MPA, CM Santa Barbara County Public Health 300 N. San Antonio Road, Building 8, Santa Barbara, CA 93110 Phone: (805) 681-5107 Fax: (805) 681-5191  Email: MFitzwilliamFigueroa@sbcphd.org</p>

Exhibit A-3 Statement of Work maximum aggregate amount: \$140,000.00

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**EXHIBIT A-4**  
**STATEMENT OF WORK**  
**Probation Department**

**OVERVIEW**

CONTRACTOR shall provide Cultural Awareness Training that will help the Santa Barbara County Probation Department have a better understanding of Mixtec culture and traditions to help facilitate interactions as well as build rapport with the Indigenous Mixtec community. CONTRACTOR shall achieve the following goals with this training;

**GOALS**

1. Discuss language history, traditions, and beliefs that come with indigenous communities to improve rapport between staff and community.
2. Review and practice common Mixteco phrases that may facilitate conversation between staff and clients.
3. Analyze Mixtec family structure to better understand the decision-making process for our indigenous population.
4. Identify specific communication styles utilized in different cultural backgrounds and review cultural differences staff may encounter when providing services.

**SPECIFICATIONS**

Date:	Time:	Capacity:	Location:	Price per group:	Price for 6 groups:
Aug/ Sept 2024	TBD	50 Maximum	Zoom	\$1,800	\$10,800.00

County Probation personnel authorized to enact services:

Melinda Barrera – Deputy Chief, Juvenile Division, Email: [mbarrer@countvofsb.org](mailto:mbarrer@countvofsb.org)

Exhibit A-4 Statement of Work maximum aggregate amount: \$10,800.00



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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$500,000**.
- B. Payment for Services and reimbursement of costs, , to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-4, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.

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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Professional Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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.

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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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.

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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

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

4. FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION

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

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;

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- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS



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The following access to records requirements apply to this Agreement:

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

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

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

**11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

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

**12. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**14. 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](http://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.)

**15. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part

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182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

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

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

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

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

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

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

DocuSigned by:  
*Irebid Gilbert*  
2A4358FF76E64B8...  
Irebid Gilbert, Execute Director

5/23/2024 | 3:09 PM PDT  
Date

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**EXHIBIT F**

**HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)**

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health

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plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its

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obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections B.2 of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access,



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use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section B of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement

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upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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**EXHIBIT G**

**GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS  
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Herencia Indigena, which is hereinafter referred to as "CONTRACTOR".

**1. COMPLIANCE**

In performance of this Agreement, CONTRACTOR will fully comply with:

- A. The provisions of the WIOA of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- C. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- D. CONTRACTOR will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

**2. CERTIFICATIONS / ASSURANCES**

Except as otherwise indicated, the following certifications apply to all CONTRACTORS.

- A. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of California.
- B. **American's Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- C. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By signing this report, I certify to the

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best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- D. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.
- E. **Sectarian Activities:** CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- F. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).
- G. **Prior Findings:** CONTRACTOR by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of the final finding and determination, including repayment of debts.
- H. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  2. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's or organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  3. Every CONTRACTOR employee who works on this Agreement will:
    - i. Receive a copy of CONTRACTOR's drug-free policy statement; and
    - ii. Agree to abide by the terms of the CONTRACTOR's drug-free policy statement as a condition of employment on the Agreement.
- I. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully comply

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with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

J. **Debarment and Suspension Certification:** Agreements must not be issued for any entity listed on the Excluded Parties List System in the System for Award Management (SAM). When the CONTRACTOR is unable to certify the following to any of the statements in this certification, CONTRACTOR shall attach an explanation to this agreement. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

K. **Lobbying Certification:** Contractors bidding over \$100,000 must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

1. No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person

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for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and 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 failure.
- L. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- M. **Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.
- N. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- O. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age,

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- disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
  - iii. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participant in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
1. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
  2. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
  3. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations.
  4. CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)-2(e), 29 CFR parts 1604, 1606, 1625. (3)
  5. CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60-3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
  6. CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements



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and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy.

7. CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
  8. CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL".
  9. CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.
- P. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- Q. **Contamination and Pollution Including, But Not Limited to, Air or Water Pollution Violation:** Under State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution. CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR'S activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
- R. **Clean Air and Water Acts** For all Agreements between COUNTY and CONTRACTOR in excess of \$150,000, CONTRACTOR shall comply with Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and United States Environmental Protection Agency regulations (Title 2 of CFR).
- S. **Solid Waste Disposal Act.** For all Agreements between COUNTY and CONTRACTOR in which an item or items in excess of \$10,000 are procured, CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and 40 CFR part 247.
- T. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889,

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covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- U. **Domestic Preferences for Procurements.** CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAMS**

Note: In addition to the above provisions, all Contractors receiving WIOA funds are required to comply with the following additional provisions:

**A. Compliance**

In its performance under the Agreement, CONTRACTOR will comply with the requirements of:

1. The WIOA, Public Law 105-220), all federal regulations and Governors' policies and procedures issued pursuant to WIOA, and any new legislation, regulation, policy and procedures which may replace or amend the WIOA.
2. The items and conditions of the Agreement between the State and COUNTY for WIOA funds for the applicable fiscal year in which WIOA funds are provided by COUNTY to CONTRACTOR, and all applicable Federal, State, COUNTY and WIOA Regulations, COUNTY Agreement Directives and Policies.
3. CONTRACTOR represents and warrants that it is familiar with all laws, regulations, COUNTY rules and COUNTY policies and procedures affecting its requirements under the performance of the Agreement. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the Agreement.

**B. Charging of Costs**

CONTRACTOR will comply with 29 CFR Part 97, and as they may be amended from time to time, as they relate to charging direct and indirect costs.

**C. Allowable Costs**

A cost must meet the following criteria in order to be an allowable WIOA charge:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be allocable to the Agreement
3. Conform to any limitations or exclusions set forth in the Agreement.
4. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity.
5. Be accorded consistent treatment.
6. Be determined in accordance with generally accepted accounting principles.
7. Not to be used to meet cost sharing or matching requirements of any other federally-financed program (without prior approval from the COUNTY).
8. Be adequately documented.

**D. Maintenance of Effort/Union Concurrence**

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No currently employed worker will be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.) No program will impair existing Agreements for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement, will be undertaken without the written concurrence of the labor organization and employer concerned. No participant will be employed or job opening filled: (1) When any other individual is on layoff from the same or any substantially equivalent job; or (2) When the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act. No jobs will be created in a promotional line that will infringe in anyway upon the promotional opportunities of currently employed individuals. (WIOA Reg. 667.270)

**E. Prevailing Wage**

Individuals employed in activities under Title I of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law. (WIOA Reg. 667.272)

**F. Minimum Wage**

Individuals employed in activities authorized under WIOA will be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938 (b) the minimum wage under the applicable State or local minimum wage law, (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer, or (d) minimum wage as determined by the COUNTY Demand Occupation List. (WIOA Reg. 667.272)

**G. Benefits and Working Conditions**

All trainees employed in subsidized jobs in a training capacity (i.e., On the Job Training) will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Reg. 667.272). This provision does not apply to participants enrolled in unpaid work experience. Unpaid work experience will be as specified in the participant's work experience agreement and any applicable Federal, State and local requirements.

**H. Additional Nondiscrimination and Equal Opportunity Provisions**

In accordance with 29 CFR Part 37 and 29 CFR Part 38, as a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA. CONTRACTOR also assures that it will comply with WIOA's implementing regulations when they are promulgated and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance. Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source will be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. CONTRACTOR agrees to abide by the

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Immigration Reform and Control Act of 1986, as amended. Additionally, priority for services should be given to veterans and their eligible spouses, as outlined in EDD Directive WSD19-04 Priority of Service for Veterans and Eligible Spouses.

**I. Definitions**

For the purpose of the Agreement, the definitions enumerated in WIOA as amended, and the glossary of WIOA terms as amended, published by the State of California Employment Development Department (EDD) and the California Workforce Development Board (CWDB) directives will govern. Where references to these definitions is not possible, the definition or meaning of a word, phrase, section, clause, part, condition, or other requirement will be determined by the common meaning or business usage.

**J. Tracking Costs by WIOA Cost Category**

In order to determine reasonableness of Agreement costs and to comply with Federal legislation, CONTRACTOR shall:

1. Develop and submit to the COUNTY a Cost Allocation Plan, which identifies all costs shared among each separate funding source, WIOA, or non-WIOA.
2. Account for Agreement expenditures by WIOA Cost Categories.
3. Maintain its accounting records and make such available to federal, state and COUNTY auditors and/or monitors.
4. Document and indicate in budget and invoices submitted to the COUNTY, any in-kind costs contributed to the Agreement. In-kind costs shall be applied to the appropriate WIOA Cost Category.

**K. Financial Aid**

Educational assistance, grants and loans to WIOA participants for the purpose of supplementing training costs must reduce the costs chargeable to the Agreement. CONTRACTOR shall evaluate Supportive Services or Needs Based Payments, if any, received by the participant from WIOA funds to ensure that duplicate payments are not made to the participant from WIOA and Pell Grants or other sources of financial aid. (WIOA Reg. 663.320)

**L. Reporting Fraud or Abuse**

All CONTRACTORS that receive WIOA funds shall promptly report within 48 hours to COUNTY of Santa Barbara Workforce Development Board all allegations of WIOA-related fraud, abuse, and other criminal activity in accordance with local directive(s).

**M. California Labor Code, Fair Labor Standards Acts as Amended**

Appropriate standards for health and safety in work and training situations will be maintained, and facilities and equipment will be adequate for the achievement of learning, as follows:

1. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of employees, will be equally applicable to working conditions of participants. With respect to any participant in a program conducted under WIOA who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970 as amended, the Secretary will prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants. CONTRACTOR hereby assures and certifies compliance with all provisions of the California Labor Code and the Fair Labor Standards Act as amended by the Occupational Safety and Health Act of 1970, as amended. (WIOA Reg.667.274)
2. Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 as amended, CONTRACTOR will ensure that participants are not permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants employed or trained for occupations that are inherently dangerous (e.g., fire or police jobs) will be assigned to work

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in accordance with reasonable safety practices.

**N. Training Conditions**

Conditions of employment and training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. The program will, to the maximum extent feasible, contribute to the occupational development and/or upward mobility of individual participants.

**O. Property Management**

1. Insurance

All property and equipment purchased, received, or utilized by CONTRACTOR for the purpose of performing the Agreement shall be insured against fire, theft, and destruction, equal to the full replacement cost.

2. Purchase and Maintenance of Equipment

CONTRACTOR shall ensure and document open competition and shall procure, in accordance with all WIOA and Federal regulations when purchasing at a cost of \$1,000 per unit or more, any property described in the Project Budget. If the low bid or quotation is not accepted by CONTRACTOR, the COUNTY'S approval of the expenditure shall be required. CONTRACTOR shall have and use a procurement policy that complies with all pertinent WIOA and Federal regulations. Unless otherwise specified, ownership of all non-expendable real property and equipment purchased with WIOA funds belongs to the U. S. Department of Labor through the State of California. The COUNTY may take possession of all such equipment and property at any time it determines necessary.

CONTRACTOR shall maintain an up-to-date inventory of all WIOA property in its custody with an individual purchase price of \$500 or more, and shall implement adequate maintenance procedures to keep such property in good condition.

Further, CONTRACTOR shall conduct an annual inventory of equipment and property at any time during and upon termination of the Agreement. A copy of the inventory shall be sent to the COUNTY as part of the closeout report documents.

Records for non-expendable real property shall be retained for a period of three (3) years from the date of final disposition of the property. These records shall be retained beyond the three (3) years if any litigation or audit is begun or if a claim is instituted involving the Agreement. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

**P. Theft or Embezzlement**

1. Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under Title I of WIOA knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a financial assistance agreement or Agreement pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both (18 USC Section 665(a)).
2. Whoever, by threat or procuring dismissal of any person from employment or of refusal to employ or

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refusal to renew a contract of employment in connection with a financial assistance agreement or contract under Title I of the WIOA induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both (18 USC Section 655.b).

3. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the WIOA, or the regulation thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one year, or by both such fine and imprisonment. (18 USC Section 665.c)

**Q. Duplicate Funding**

CONTRACTOR shall submit to the COUNTY copies of all requests for federal, state or local grants that may materially affect the quality or cost of the services provided under the Agreement, prior to submitting the request to the funding source. CONTRACTOR shall also inform the COUNTY of the receipt of any such grant, in which event the COUNTY shall have the right to renegotiate the price or deliverable performance of the Agreement. CONTRACTOR'S costs or earnings claimed under one contract or grant may not also be claimed under any other or grant.

**R. Relocation Act**

CONTRACTOR will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs. (42 U.S.C. sections 4601 et seq.)

**S. Selective Service Act**

CONTRACTOR, unless stated otherwise in the Contract, will ensure that each participant under the Contract has not violated, or is not in violation of Section 3 of the Military Selective Act (50 U.S.C. Appen. § 453), as amended, by not presenting and submitting to registration as required pursuant to such section.

**T. Employment Generating Activities Prohibited**

1. No funds available under WIOA shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, or similar activities.
2. No funds available under WIOA shall be used for foreign travel for employment generating activities, economic development activities, or similar activities. (WIOA Reg. 667.264(b))

**U. Rights**

CONTRACTOR shall comply with 29 CFR Section 97.36 (i) (8) which states, in part, that Agreements must contain languages pertaining to any patent rights that might be discovered under the Agreement. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY and state a license as described in paragraphs 1 and 2 below of this section for devices or material incorporating, or made through the use of such inventions. If such inventions result from research work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY and state, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY and state in securing United States and foreign patent with respect thereto.

**Retained Rights/License Rights**

1. Except for intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and state and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. CONTRACTOR hereby grants to COUNTY and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up,

**Master Services Agreement for Services of Independent Contractor  
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worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR 'S Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR'S use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY and state or third party, or result in a breach or default of any provisions required by COUNTY or state including the Intellectual Property Provisions specified in the WIOA subgrant agreement for the applicable program year incorporated herein by this reference as though set forth in full, or result in a breach of any provisions of law relating to confidentiality.

**V. Employment of Mechanics and/or Laborers**

CONTRACTOR, if employing mechanics or laborers, shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708) for Agreements in excess of \$100,000.

Section 6  
Master Service Agreement : Pacific Petroleum California, Inc





Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Pacific Petroleum California, Inc

hereto as Exhibits A-1, A-2, and A-3, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,

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regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

Master Services Agreement for Services of Independent Contractor  
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**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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in

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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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of

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conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections

Master Services Agreement for Services of Independent Contractor  
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shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
*Lauren Wideman*  
By: \_\_\_\_\_  
8F464D622C84456...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:  
*C. Schaffer*  
By: \_\_\_\_\_  
A99ED5BD71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
85F555F00209466...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Pacific Petroleum California, Inc

DocuSigned by:  
*J H*  
By: \_\_\_\_\_  
1DD4E9D9FE444B0  
Authorized Representative

Jayse Hochleitner

Name: \_\_\_\_\_

Title: VP



Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT A-1**

**GENERAL STATEMENT**

**OF WORK**

The following additional equipment and services shall be available during the Term at the respective rates set forth in this Exhibit A-1 for additional Statements of Work and Change Orders entered into pursuant to Section 3 of the Agreement.

**24 HR EMERGENCY RESPONSE**

**Vacuum Trucks & Trailers**

- 70-BBL Carbon Steel & Stainless-Steel Vacuum Trailer
- 120-BBL Carbon Steel & Stainless-Steel Vacuum Trailer
- 130-BBL Carbon Steel Vacuum Trailer
- Super 70-BBL Carbon Steel Truck
- Super 107-BBL Carbon Steel Vacuum Trailer



- Industrial Air Movers
- Hydro Excavators
- Liquid Ring Pump
- Jetter Truck & Camera Van



**Water Trucks & Trailers**

- Stainless Steel Potable Water Trailer (3550 Gallons State Certified)
- Water Trucks – 4000 Gallons

**Cranes**

- 10 to 55 Tons

**Trailers**

- Pneumatic Trailers
- Crude Oil Tankers
- Flat Beds



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- Drop Deck
- Low Bed
- Sliding Axle
- Tilt Bed
- Bottom Dumps - Semi & Doubles
- End Dumps - Demo & Materials
- Transfers
- Super 10
- 10 Wheels – Material & Demo



**Roll Off**

- Roll-Off Truck & Trailer
- Semi Roll-Off Trailer



**Containers**

Applications	Size
Concrete	10 Yard
Demolition	20 Yard
Dewatering	30 Yard
Environmental	40 Yard

Type
Open Top
Flip Top
Roll Top
Vacuum Bins (25 Yards)



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**Tanks** (from 50 to 21000 Gallons)  
Portable Storage Tanks  
Poly Tanks (Chemical & Water)  
Dewatering Tanks  
Vertical Tanks



**Mixing Bins** (20 Yards to 50 Yards)

**Conex Boxes**

10 feet Conex Storage  
10 feet Conex Office  
20 feet Conex Storage  
20 feet Conex Office  
40 feet Conex Storage  
40 feet Conex Office



**Other Rental Equipment**

Master Services Agreement for Services of Independent Contractor  
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Single Restroom Trailer	Double Restroom Trailer	Triple Restroom Trailer

**ADA and VIP Restrooms Available**

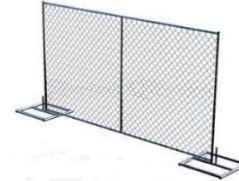
- Hand Wash Stations
- Generators (all sizes)
- Light Towers
- Air Compressors
- Vacuum Trailer (500-800 Gal. Tow behind)
- Pneumatic Trash Pumps
- Road Steel Crossing Plates
- Traffic Control Equipment
- Environmental Carbon Filter Trailer
- High Pressure Washers 3500 – 5000 PSI





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- Circulation Pumps
- Centrifugal Pumps
- High Volume & High-Pressure Pumps
- Diaphragm Pumps
- Submersible Pumps
- Water Filtration Units
- Flow Meters
- Temporary Fence Panels & Privacy Screens
- Concrete K-Rails
- Water Barricade K-Rails
- Confined Space Fans
- High Velocity Fans
- Explosion Proof Fans (all types)



**Construction & Maintenance Equipment**

- Excavators - various size (CAT 303 to 329D)
- Backhoes (John Deere 410)
- Front End Loader
- Forklifts
- Skid Steers
- Water Trailers (500 gal. buffalos)
- Fuel Trailers (500 & 1000 Gal. Double wall)
- ATV's



Scan Code

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**24 HR EMERGENCY RESPONSE**

Professional Services & Resources

- Project Managers
- Field Supervisors
- HS&E Personnel
- Confined Space Rescue & Entry Teams
- Rescue Rope Level 1 & Level 2
- Truck Drivers
- Labor Personnel
- Equipment Operators



- **Environmental Clean ups**
- Homeless Camp Clean up
- Emergency Spill Clean up
- Over-the-road incidents
- Punctured lines
- Tank overflows
- Leaking drums
- Saddle tank spills
- Large pipeline ruptures
- Tanker truck rollovers
- Chemical and hazardous material spills
- Oil spills
- Earthquake and storm damage
- Releases in warehouses and distribution centers
- Hydro Excavation
- Potholing
- Bell Holes
- Trench Boxes/Shoring Boxes
- Ditching and Trenching
- Rig Cleaning
- Tank Cleaning
- Waste Disposal
- Pigging



MSHA Part 46 & 48 Trained Technicians



Master Services Agreement for Services of Independent Contractor  
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**24 Hour Emergency Response**



Operations@PPCinc.biz

**Rates**

TRUCKS

3 AXEL TRUCKS	includes CLASS A DRIVER	OT	DT
3 AXLE TRACTOR	125.00	35.00	70.00
HEAVY HAULER	160.00	35.00	70.00
VERTICAL TANK WINCH TRUCK	155.00	35.00	70.00
WINCH TRUCK	145.00	35.00	70.00
CRANES	includes OPERATOR IV (master)	OT	DT
STINGER CRANE 17 - 22 TON	166.00	40.00	80.00
STINGER CRANE - 30 TON	190.00	40.00	80.00
STINGER CRANE - 40 TON	268.00	40.00	80.00
STINGER CRANE - 55 TON	320.00	40.00	80.00
RIGGER	50.00	75.00	100.00
MAN BASKET (Attachment)	250.00	DAY	
DIRT TRUCKS	includes CLASS A DRIVER	OT	DT
10-WHEELER DEMO DUMP	145.00	35.00	70.00
10-WHEELER DUMP TRUCK	130.00	35.00	70.00
DOUBLE BOTTOM DUMP	135.00	35.00	70.00
SEMI BOTTOM DUMP	135.00	35.00	70.00
SEMI END DUMP - DEMO	155.00	35.00	70.00
SEMI END DUMP - MATERIAL	160.00	35.00	70.00
TRANSFER	145.00	35.00	70.00
FLAT BEDS	includes CLASS A DRIVER	OT	DT
DROP DECK	140.00	35.00	70.00
FLAT BED	140.00	35.00	70.00
LOW-BED	155.00	35.00	70.00
TILT BED	155.00	35.00	70.00
HYDRO & INDUSTRIAL AIR MOVER VACTOR TRUCKS	includes OPERATOR IV (master)	OT	DT
HYDRO EXCAVATOR	310.00	40.00	80.00
INDUSTRIAL AIR MOVER (vactor truck w/ hyd boom & side delivery)	265.00	40.00	80.00
JETTER	320.00	40.00	80.00
CULVERT NOZZLE (Attachment for Jetter)	350.00	DAY	
LIQUID RING PUMP - IAM.	265.00	40.00	80.00

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OTHER TRAILERS	includes CLASS A DRIVER	OT	DT	
DRY VAN	135.00	35.00	70.00	
PNEUMATIC TRACTOR (Dry Bulk Salt - 1,050' cubic capacity)	125.00	35.00	70.00	
ROLL OFF TRUCKS	includes CLASS A DRIVER	OT	DT	
ROLL OFF TRUCK	140.00	35.00	70.00	
ROLL OFF TRUCK & TRAILER	155.00	35.00	70.00	
SEMI ROLL OFF TRAILER	160.00	35.00	70.00	
ROLL OFF RAMP		85.00	A DAY	
VACUUM TRUCKS	includes CLASS A DRIVER	OT	DT	
70 BBL *	125.00	35.00	70.00	
70 SUPER BBL	140.00	35.00	70.00	
120 BBL *	135.00	35.00	70.00	
120 SUPER BBL	150.00	35.00	70.00	
130 BBL	145.00	35.00	70.00	
STAINLESS STEEL VACUUM TANK 70BBL *	155.00	35.00	70.00	
STAINLESS STEEL VACUUM TANK 120BBL *	165.00	35.00	70.00	
*WITH ROPER (additional hourly fee)	25.00			
CRUDE OIL TANKER	130.00	35.00	70.00	
WATER DELIVERY	includes CLASS A DRIVER	OT	DT	
WATER TRUCK (4,000 gal)	140.00	35.00	70.00	
POTABLE WATER TRAILER - 3,500 gallon (Stainless Steel)	115.00			
POTABLE WATER TRAILER - 500 gallon (Black)		15.00	A DAY	
WATER BUFFALO - 500 gallon (w/Pump)		85.00	A DAY	
ADDITIONAL TRUCKS				
	Equip hourly			
CAMERA VAN (with video equipment)		2,500.00	A DAY	
PICKUPS	45.00			
PILOT TRUCK (includes signage & flags)	95.00			
SERVICE TRUCK	90.00			
STAKE BED	55.00			
LUBE	Equip hourly	ST	OT	DT
LUBE/BUCKET TRUCK	105.00	(Requires LUBE TECH +/- ASSISTANT I)		
LUBE TECHNICIAN		50.00	75.00	100.00
ASSISTANT I		48.50	72.75	97.00
MECHANIC	Equip hourly	ST	OT	DT
MECHANIC TRUCK	60.00	(Requires MECHANIC +/- ASSISTANT II)		
MECHANIC		100.00	150.00	200.00
ASSISTANT II		50.00	75.00	100.00
PIPELINE	Equip hourly	ST	OT	DT
PIPELINE TRUCK	55.00	(Requires PIPELINE TECH +/- ASSISTANT I)		
PIPELINE TECHNICIAN		60.00	90.00	120.00
PIPELINE MAINTENANCE TECH		48.50	72.75	97.00



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WELDER	Equip hourly	ST	OT	DT
WELDER TRUCK	60.00	(Req. WELDER +/- ASSISTANT I - FIRE WATCH)		
WELDER - CERTIFIED		95.00	142.50	190.00
ASSISTANT I		48.50	72.	97.00
FIRE WATCH		50.00	75.00	100.00
<b>LABOR</b>				
AIR QUALITY MONITORING	DAY	ST	OT	DT
AIR QUALITY TECHNICIAN		110.00	165.00	220.00
TVA (Toxic Vapor Analyzer)	875.00			
PID (Photo Ionization Detector)	100.00			
FID (Flame Ionization Detector)	500.00			
MULTI RAE (PID and monitors the air)	600.00			
EAGLE II (Monitors the air)	300.00			
IBRID MX6 Benzene Meter (Monitors air for benzene)	400.00			
MSA 4XR (Multi Gas Meter LEL, O2, CO, H2S)	100.00			
CASING JACK		ST	OT	DT
CASING JACK SYSTEM WITH EQUIPMENT (up to 12 hrs)	***See Casing Jack Equipment Section			
CASING JACK OPERATOR		110.00	165.00	220.00
CASING JACK OPERATOR ASSISTANT II		50.00	75.00	100.00
CONFINED SPACE		ST	OT	DT
CS ATTENDANT		48.00	72.00	96.00
CS ENTRANT		50.00	75.00	100.00
CS RESCUE		73.00	109.50	146.00
CS SUPERVISOR		110.00	165.00	220.00
HAZARDOUS		ST	OT	DT
HAZARDOUS TECHNICIAN		100.00	150.00	200.00
HAZARDOUS - SUPERVISOR		110.00	165.00	220.00
LABORS & OPERATORS		ST	OT	DT
ADMINISTRATIVE SUPPORT		60.00	90.00	120.00
ASSISTANT I		48.50	72.75	97.00
ASSISTANT II		50.00	75.00	100.00
CDL TRUCK DRIVER		70.00	105.00	140.00
HAZMAT LABORER		62.00	93.00	124.00
LABOR / ROUSTABOUT I		45.00	67.50	90.00
LABOR / ROUSTABOUT II		50.00	75.00	100.00
LABOR / ROUSTABOUT III		55.00	82.50	110.00
LINE LOCATOR		100.00	150.00	200.00
OPERATOR I		67.00	100.50	134.00
OPERATOR II		70.50	105.75	141.00
OPERATOR III		73.50	110.25	147.00
OPERATOR IV (master)		80.00	120.00	160.00
OPERATOR ASSISTANT		60.00	90.00	120.00
PUMPER OPERATOR		56.50	84.75	113.00

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SUPERVISION		ST	OT	DT
CONSTRUCTION FIELD REP		110.00	165.00	220.00
FOREMAN		90.00	135.00	180.00
PROJECT MANAGER / COMPLIANCE OFFICER		145.00	217.50	290.00
SUPERVISOR		100.00	150.00	200.00
TRAFFIC CONTROL & EQUIPMENT		ST	OT	DT
FLAGGER		50.00	75.00	100.00
A-FRAME SIGNAGE	8.00	EACH		
CONES / DELINEATORS	2.50	EACH		
MESSAGE BOARD		185.00		
<b>HEAVY EQUIPMENT (Permits NOT Included)</b>		<b>BARE EQUIPMENT</b>		
BACKHOES (Require Operator III)	Hourly	ST	OT	DT
BACKHOE - JD 310	46.50	73.50	110.25	147.00
BACKHOE - JD 410	51.50	73.50	110.25	147.00
BACKHOE W/ BREAKER	111.50	73.50	110.25	147.00
LOADERS (Require Operator IV (Master))	Hourly	ST	OT	DT
FRONT END LOADER - 950	125.00	80.00	120.00	160.00
FRONT END LOADER - 966	156.50	80.00	120.00	160.00
GRADERS (Require Operator IV (Master))	Hourly	ST	OT	DT
MOTOR GRADER	156.50	80.00	120.00	160.00
COMPACTORS & ROLLERS (Require Operator I)	Day	ST	OT	DT
COMPACTOR - VIBRATORY PLATE	200.00	67.00	100.50	134.00
COMPACTOR - WACKER STYLE	200.00	67.00	100.50	134.00
COMPACTOR - POWDER PUFF/ PRECISION	100.00	67.00	100.50	134.00
COMPACTORS & ROLLERS (Require Operator I)	Hourly	ST	OT	DT
ROLLER - 1 TON	80.00	67.00	100.50	134.00
ROLLER - 3 TON	90.00	67.00	100.50	134.00
ROLLER - 5 TON	100.00	67.00	100.50	134.00
ROLLER - 8 TON	115.00	67.00	100.50	134.00
ROLLER - 11 TON	121.50	67.00	100.50	134.00
ROLLER 25" WALK BEHIND	A DAY	190.00		
ROLLER 32" TRENCH	A DAY	385.00		
<i>*additional hourly Operator rates will apply on all Heavy Equipment</i>				
DOZERS (Require Operator IV (Master))	Hourly	ST	OT	DT
SMALL DOZER - CAT D3	81.50	80.00	120.00	160.00
SMALL DOZER - CAT D4	101.50	80.00	120.00	160.00
SMALL DOZER - CAT D5	121.50	80.00	120.00	160.00
MEDIUM DOZER - CAT D6	136.50	80.00	120.00	160.00
MEDIUM DOZER - CAT D7	166.50	80.00	120.00	160.00
LARGE DOZER - CAT D8	206.50	80.00	120.00	160.00
EXCAVATORS (Require Operator II)	Hourly	ST	OT	DT
MINI EXCAVATOR - 305E (EX-02 & EX-03)	56.50	70.50	105.75	141.00

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EXCAVATOR - CAT 315 (EX-10)	81.50	70.50	105.75	141.00
EXCAVATOR - CAT 320 (EX-20)	101.50	70.50	105.75	141.00
EXCAVATOR - CAT 329 (EX-21)	146.50	70.50	105.75	141.00
FORKLIFTS (Require Operator I)	Hourly	ST	OT	DT
FORKLIFT - 8,000	50.00	67.00	100.50	134.00
FORKLIFT - 10,000	56.50	67.00	100.50	134.00
FORKLIFT - 20,000	120.00	67.00	100.50	134.00
FORKLIFT - 30,000	180.00	67.00	100.50	134.00
FORKLIFT - ROLL OFF BIN	A DAY	50.00		
MINI HYDRO EXCAVATORS (Require Operator IV (Master))	Day	ST	OT	DT
HYDRO EXCAVATOR - TOW BEHIND (DITCH WITCH - 30/500)	500.00	80.00	120.00	160.00
HYDRO EXCAVATOR - TOW BEHIND (DITCH WITCH - 30/800)	650.00	80.00	120.00	160.00
SKID STEER / SKIP & DRAG (Require Operator II)	Hourly	ST	OT	DT
SKID STEER - 289D (SS-01, SS-02)	61.50	70.50	105.75	141.00
SKID STEER - 299E (SS-03, SS-04)	81.50	70.50	105.75	141.00
SKID STEER - ATTACHMENTS (Auger/ Broom / Mower / Trencher)	A DAY	350.00		
SKID STEER - REPLACEMENTS (Broom Bristles, Teeth & Cutters)	POR	.....		
SKIP & DRAG	46.50	70.50	105.75	141.00

### RENTAL EQUIPMENT

AIR COMPRESSORS		Day		
AIR COMPRESSOR - 160-185 CFM		150.00		
AIR COMPRESSOR - 375-385 CFM		185.00		
AIR COMPRESSOR PNEUMATIC HOSE		25.00		
BLASTERS / WASHERS	Hourly	Day		
EXPLOSION PROOF PRESSURE WASHER - MINI		75.00		
EXPLOSION PROOF PRESSURE WASHER - HOT & COLD		135.00		
HIGH PRESSURE WASHER OR STEAMER	125.00			
HYDRO BLASTER - 20K	135.00			
HYDRO BLASTER - 40K	150.00			
BADGER - 2" 20K-40K		350.00		
BANSHEE - 20K-40K		250.00		
BARRACUDA - 10K-40K		250.00		
BEETLE - 20K-40K		350.00		
BJV - 20K-40K		500.00		
DUMP GUN - 20K-40K		100.00		
FOOT VALVE - 20K-40K		100.00		
LANCING TOOL - 3D (RV)		500.00		
RAPTOR - 20K-40K		400.00		
THERMOPLASTIC FLEX LANCE - 20K-40K (per 50')		65.00		
THERMOPLASTIC HOSE - 20-40K (per 50')		50.00		
TORUS - 10-20K		750.00		
CARBON	Hourly	Day		
CARBON CANISTERS - ONE (on trailer)		400.00		

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CARBON CANISTERS - TWO 1100 LB (on trailer)		500.00		
CARBON DRUM CANISTER - 55 GAL DRUM		30.00		
CARBON DRUM CANISTER - 65 GAL DRUM		40.00		
CARBON DRUM CANISTER - W/ TRAILER		350.00		
CYCLONE ATTACHMENT (removing spent/used carbon)		500.00		
CARBON EXCHANGED (replenish spent / used carbon)	POR	.....		
CASING JACK			ST	OT DT
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CASING JACK SYSTEM WITHOUT WORK FLOOR ASSEMBLY, 1 SET OF BEAMS	2,500.00			
CASING JACK SYSTEM WITHOUT WORK FLOOR ASSEMBLY, STANDBY RATE	1,250.00			
CASING JACK SYSTEM WITH WORK FLOOR ASSEMBLY	2,975.00			
CASING JACK SYSTEM WITH WORK FLOOR ASSEMBLY, STANDBY RATE	1,487.50			
CASING JACK OPERATOR			110.00	165.00 220.00
2-1/8 TO 4-1/2 SLIPS	125.00			
5 TO 5-1/2 SLIPS	150.00			
6-5/8 TO 7 SLIPS	195.00			
7-5/8 TO 8-5/8 SLIPS	205.00			
9-5/8 TO 10-3/4 SLIPS	225.00			
11-3/4 TO 13-3/8 SLIPS	325.00			
TYPE C SAFETY CLAMP (SEGMENT)	10.80	Segment/day		
TKYPE T SAFETY CLAMP (SEGMENT)	10.80	Segment/day		
20' L x 28" T BEAM SET (2 each)	725.00			
16' x 28" T BEAM SET (2 each)	645.00			
12' L x 14' L x 28" T BEAM SET (2 each)	365.00			
8' L TO 10' L x UP TO 18" T BEAM (2 each)	285.00			
4' x 8" x 2" STEEL PLATE SET (2 each)	135.00			
6' x 8' x 2" STEEL PLATE SET (2 each)	175.00			
8' x 10' x 2" STEEL PLATE SET (2 each)	225.00			
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CIRCULATION PITS	Tier I Day		Tier II after >8 Hours	
CIRCULATION PIT - SMALL	1,350.00		2,700.00	
CIRCULATION PIT - LARGE	1,800.00		3,600.00	
CIRCULATION PIT - STANDBY RATE	900.00			
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CONFINED SPACE EQUIPMENT	Hourly		Day	
4 WAY GAS MONITOR			60.00	
AIR BOTTLE TRAILER	150.00			
BENZENE MONITOR		500.00		see AQT
DAVIT SYSTEM		100.00		
FACE SHIELD		20.00		
FID/PID AIR MONITOR		500.00		see AQT
GPS TRIMBLE UNIT		150.00		
GPS UNIT (HANDHELD)		50.00		
MARKSON TEMP		25.00		
OVA AIR MONITOR		80.00		

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PERSONAL H2S MONITOR		25.00	
PH METER		50.00	
PID AIR MONITOR		100.00	see AQT
RESCUE GEAR		250.00	
RESCUE RETRIEVAL SYSTEM		250.00	
RESPIRATOR		30.00	EACH
SCBA AIR LINE		75.00	
SCBA BACK PACK (Additional for Refill)		110.00	
TRIPOD - LIGHT		100.00	
TRIPOD - RESCUE		150.00	
TRJPOD - WINCH		250.00	
TRIPOD - ARIZONA VORTEX (multi-purpose)		500.00	
CONTAINMENTS			Day
CONTAINMENT - 5'		5.00	
CONTAINMENT - 10'		10.00	
CONTAINMENT - 12'		12.00	
CONTAINMENT - 15'		15.00	
CONTAINMENT - 20'		20.00	
CONTAINMENT - 22'-50'		22.00	
CONTAINMENT - BY THE LENGTH "Custom Only"	PER FOOT	1.00	
CONTAINMENT - FOR PORTABLE RESTROOMS		1.00	EACH
DEMOLITION / RESURFACING	Hourly		Day
CONCRETE GRINDER		250.00	
CONCRETE CHAIN SAW PNEUMATIC		400.00	
CONCRETE CORING MACHINE (2" - 12")		180.00	
CONCRETE BIT - REPLACEMENT	POR	.....	
CONCRETE SAW - WALK BEHIND	50.00		
CONCRETE SAW - REPLACEMENT BLADES (10" - 36")	POR	.....	
CONCRETE SAW - LINEAR FOOTAGE CHARGE	PER FOOT	1.15	
HOT SAW - HAND HELD		125.00	
HOT SAW - REPLACEMENT BLADES (10" - 16")	POR	.....	
HOT SAW - LINEAR FOOTAGE CHARGE	PER FOOT	1.15	
JACK HAMMER - 30 LB		55.00	
JACK HAMMER - 60 LB		70.00	
JACK HAMMER - 90 LB		90.00	
JACK HAMMER - 120 LB		120.00	
ROTARY HAMMER - ELECTRIC		200.00	
FANS	Hourly		Day
FAN - BLOWER		100.00	
FAN - CIRCULATING (800 CFM)		225.00	
FAN - EXPLOSION PROOF		115.00	
FAN - HIGH VELOCITY		100.00	
FAN - PNEUMATIC		110.00	
FAN - TRENCHING		100.00	

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FENCING	Day			
FENCING PANEL - 6 x12" CHAIN LINK	2.00			
FENCING PANEL - 6 x12" WITH PRIVACY SCREEN	4.00			
FENCING PANEL - SAND BAGS	POR			
FENCING PANEL - ROPE / ZIP TIES (100 qty)	POR			
GENERATORS	Tier I Hourly	Tier II after >8 Hours		
GENERATOR (2kw)	95.00	190.00		
GENERATOR (14.4kw)	95.00	190.00		
GENERATOR (21kw/37kva)	100.00	200.00		
GENERATOR (26kw/45kva)	110.00	220.00		
GENERATOR (40kw/70kva)	165.00	330.00		
GENERATOR (58kw/100kva)	240.00	480.00		
GENERATOR (87kw/150kva)	358.00	716.00		
GENERATOR (144kw/180kva)	480.00	960.00		
GENERATOR (176kw/220kva)	482.00	964.00		
ELECTRICAL COMPONET PARTS (Cable, Plugs Etc.)	POR			
ENVIRONMENTAL FEE (1.5% Percent of total rental only)		1.5%		
CA HEAVY EQUIPMENT RENTAL TAX (.75% Percent of total rental only)		.75%		
HOSES	Day	Weekly	Monthly	
CHEMICAL HOSE - 1" x 20'	30.00	120.00	480.00	
CHEMICAL HOSE - 2" x 20'	40.00	160.00	640.00	
CHEMICAL HOSE - 3" x 20'	60.00	240.00	960.00	
FIRE HOSE	10.00	40.00	160.00	
GREEN MONSTER HOSE - 6" x 12'	60.00	240.00	960.00	
LAY FLAT HOSE	10.00	40.00	160.00	
	20.00	80.00	320.00	
VACUUM HOSE - 3" x 20'	30.00	120.00	480.00	
VACUUM HOSE - 4" x 20'	40.00	160.00	640.00	
VACUUM HOSE - 6" x 20'	80.00	320.00	1,280.00	
HIGH PRESSURE HOSE (with hammer unions)	POR	.....		
HYDRO EXCAVATOR / IAM. HOSE	PER FOOT	7.00		
HYDRO EXCAVATOR / IAM. HOSE TAPE	PER ROLL	16.32		
NOZZLE - FIRE		5.00		
NOZZLE - WATER		10.00		
KRAIL	Day			
KRAIL - 10'	15.00			
KRAIL - 20'	20.00			
KRAIL WATER BARRIER (Plastic krail filled with water)	25.00			
KRAIL CLAMP	100.00			
LIGHTING	Day			
EXPLOSION PROOF LIGHT	100.00			
LIGHT - GLOBUG WITH GENERATOR	150.00			
LIGHT - GLOBUG WITHOUT GENERATOR	100.00			
LIGHT - TRI-POD	100.00			

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LIGHT TOWER		100.00		
LIGHT TOWER GLOBAL BALLOON		105.00		
LIGHT TOWER ELECTRIC		90.00		
LINE LOCATING	Hourly		Day	
FUSION MACHINE (HDPE)			200.00	
GPR (GROUND PENETRATING RADAR)	50.00			
LINE LOCATOR TOOL	62.50			
MAGNETIC LOCATOR			100.00	
OFFICE / HOUSE / STORAGE TRAILERS			Day	Monthly
CELL BOOSTER			10.00	
MOBILE OFFICE TRAILER			20.00	
MOBILE OFFICE TRAILER - 10' (ground level)			10.00	300.00
MOBILE OFFICE TRAILER - 15' (ground level)			13.34	400.00
MOBILE OFFICE TRAILER - 20' (ground level)			16.67	500.00
MOBILE OFFICE TRAILER - 40' (ground level)			21.67	600.00
HOUSE TRAILER (Includes gray water tank & propane, additional for refills)			100.00	
REFILL WATER & PROPANE	POR		.....	
SATELLITE "DTV" BOX				100.00 Monthly
STORAGE CONTAINER - 20'			11.67	350.00
STORAGE CONTAINER - 20' OFFSHORE (with shelving)			16.67	500.00
STORAGE CONTAINER - 40'			16.67	500.00
PIPE			Day	
ALUMINUM PIPE 6" x 10' STACK			25.00	
BEVELING MACHINE - 4"-8"			200.00	
BEVELING MACHINE - 10"-12"			240.00	
BEVELING MACHINE - 8"-14"			280.00	
BEVELING MACHINE - 14"-20"			300.00	
BEVELING MACHINE - 24"			350.00	
COLD CUTTER - 2"-4"			29.00	
COLD CUTTER - 4"-6"			59.00	
COLD CUTTER - 6"-8"			110.00	
COLD CUTTER - 8"-12"			150.00	
COLD CUTTER - 12"-14"			200.00	
COLD CUTTER - 16"-18"			250.00	
COLD CUTTER - 20"			350.00	
COLD CUTTER - 24"			450.00	
COLD CUTTER - 32"			500.00	
COLD CUTTER - REPLACEMENT WHEEL	POR			
COMPOSITE CRIBBING			10.00	
THREADER - 1/2"-2" PIPE HAND HELD			100.00	
THREADER - 1/2"-4" PIPE ELECTRIC			150.00	
FLANGE ALIGNMENT PINS	SET		350.00	
FLANGE SPREADER			500.00	
HOLIDAY DETECTOR			175.00	

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HOLIDAY VOLTAGE VERIFIER			25.00		
HOT TAP MACHINE - ELECTRIC 1" - 2"			250.00		
HOT TAP MACHINE - PNEUMATIC 1" - 4"	1,400.00			PER HOLE	
HOT TAP MACHINE - SADDLES	POR				
PIPE ALIGNMENT CLAMPS - 8"			35.00		
PIPE ALIGNMENT CLAMPS - 10"			45.00		
PIPE ALIGNMENT CLAMPS - 12"			60.00		
PIPE ALIGNMENT CLAMPS - 20"			65.00		
PIPE ALIGNMENT CLAMPS - 24"			75.00		
SANDBLASTER			300.00		
SHORING - BONDED PLYWOOD			5.00		
SHORING - ALUMINUM BOX			300.00		
SHORING - SINGLE			20.00		
SHORING - PUMP			25.00		
TORQUE WRENCH (electric)			200.00		
TORQUE WRENCH (hand held)			200.00		
PUMPS	Minimum	Day	Week	Month	
AIR DIAPHRAGM / TRASH PUMP - 1"	75.00	75.00	375.00	1,125.00	
AIR DIAPHRAGM / TRASH PUMP - 2"	100.00	100.00	500.00	1,500.00	
AIR DIAPHRAGM / TRASH PUMP - 3"	125.00	125.00	625.00	1,875.00	
PORTABLE CENTRIFUGAL PUMP - 3" (360 GPMM/230 PSIM)	55.00	55.00	275.00	825.00	
PORTABLE CENTRIFUGAL PUMP - 6" (500 GPMM/190 PSIM)	60.00	60.00	300.00	900.00	
PORTABLE SUMP - 10'-20'	75.00	75.00	375.00	1,125.00	
PORTABLE SUMP - 30'-40'	85.00	85.00	425.00	1,275.00	
PORTABLE TRIPLEX PUMP (1 BBLM/1200 PSIM)	100.00	100.00	500.00	1,500.00	
PORTABLE TRIPLEX PUMP (1.5 BBLM/1200 PSIM)	125.00	125.00	625.00	1,875.00	
PORTABLE TRIPLEX PUMP (3 BBLM/1500 PSIM)	150.00	150.00	750.00	2,250.00	
HIGH VOLUME TRASH PUMP - 3"	150.00	150.00	750.00	2,250.00	
HIGH VOLUME TRASH PUMP - 4"	175.00	175.00	875.00	2,625.00	
HIGH VOLUME DIESEL PUMP - 4"	200.00	200.00	1,000.00	3,000.00	
HIGH VOLUME DIESEL PUMP - 6"	250.00	250.00	1,250.00	3,750.00	
HIGH VOLUME DIESEL PUMP - 8"	325.00	325.00	1,625.00	4,875.00	
HYDRO TEST PUMP	200.00	200.00	1,000.00	3,000.00	
PORTABLE ROTARY GEAR PUMP (152 GPMM/125 PSIM)	45.00	45.00	225.00	675.00	
PORTABLE ROTARY GEAR PUMP (225 GPMM/125 PSIM)	50.00	50.00	250.00	750.00	
ROLL OFF BOXES		Day	EFTB = Enviro Flip Top Bin		
ROLL-OFF BOX - 10 YARD		12.00	22.00		
ROLL-OFF BOX - 20 YARD		20.00	30.00		
ROLL-OFF BOX - 30 YARD		23.00	33.00		
ROLL-OFF BOX - 40 YARD		25.00	35.00		
ROLL-OFF BOX - HAZARDOUS WASTE (10-40 yard)		35.00	45.00		
VACUUM BIN - 25 YARD		45.00			
SANITATION	Day	ST	OT	DT	



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SANITATION TRUCK	85.00	127.50	170.00
GRAY WATER TANK (septic)	5.00		
PORTABLE RESTROOM STATIONARY	3.50		
PORTABLE RESTROOM - SINGLE W/ WASH STATION (on wheels)	4.00		
PORTABLE RESTROOM - DOUBLE W/ WASH STATION (on wheels)	7.00		
PORTABLE RESTROOM - OFFSHORE W/ CAGE	8.00		
PORTABLE RESTROOM - HANDICAP	5.00		
PORTABLE RESTROOM - HAND WASH STATION	1.50		
PORTABLE RESTROOM - VIP	250.00		
PORTABLE RESTROOM - SEPTIC DISPOSAL	POR	.....	
STEEL PLATING		Day	
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CROSSING PLATE - 2' x 2' (pot hole)		5.00	
CROSSING PLATE - 4' x 8'		8.00	
CROSSING PLATE - 4' x 10'		10.00	
CROSSING PLATE - 4' x 20'		15.00	
CROSSING PLATE - 5' x 8'		10.00	
CROSSING PLATE - 5' x 10'		15.00	
CROSSING PLATE - 5' x 20'		20.00	
CROSSING PLATE - 8' x 8'		12.00	
CROSSING PLATE - 8' x 10'		15.00	
CROSSING PLATE - 10' x 10'		20.00	
CROSSING RAMP - 8' x 12'		20.00	
CROSSING HOSE RAMP - 8' x 12'		50.00	
RUMBLE STRIP - 8' x 10' (PLASTIC)		15.00	
RUMBLE STRIP - 8' x 10' (STEEL)		18.00	
TANKS		Day	
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DE-WATERING TANK		35.00	
MIXING BIN / PIT		50.00	
POLY TANK - 500 - 1,000 GAL		10.00	
POLY TANK - 1,500 GAL		15.00	
POLY TANK - 2,500 GAL		25.00	
POLY TANK - 4,500 GAL		30.00	
POLY TANK - 5,000 GAL		35.00	
POLY TANK - 6,500 GAL (Chemical tank, double wall)		75.00	
POLY TANK - 7,500 GAL		45.00	
POLY TANK - 10,000 GAL		50.00	
PORTABLE STORAGE TANK (MINI) - 10,000 GAL		50.00	
PORTABLE STORAGE TANK OPEN TOP TANK - 18,000 GAL (weir tank)		30.00	
PORTABLE STORAGE TANK - 21,000 GAL		35.00	
PORTABLE STORAGE TANK - MIXING		185.00	
PORTABLE STORAGE TANK - W/ STEAM COIL		45.00	
VERTICAL TANKS - 400 BBL (slope bottom)		50.00	
PORTABLE STORAGE TANK MANIFOLD/HEADER - 4"		30.00	
PORTABLE STORAGE TANK MANIFOLD/HEADER - 6"		40.00	

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PORTABLE STORAGE TANK MANIFOLD/HEADER - 8"	50.00
PORTABLE STORAGE TANK MANIFOLD/HEADER - 10"	60.00
PORTABLE STORAGE VERTICAL TANK MANIFOLD/HEADER	50.00
TRAILERS	Day

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CONCRETE SAW TRAILER	145.00
DRY VAN TRAILER	100.00
DUMP TRAILER	100.00
EMERGENCY RESPONSE TRAILER	250.00
EQUIPMENT TRAILER	100.00
FLATBED	100.00
FLOAT BED TRAILER	100.00
FUEL TRAILER (500 gallon)	45.00
FUEL TRAILER (1,000 gallon)	75.00
GOOSENECK TRAILER (for pickup)	100.00
POLY TANK TRAILER	105.00
PORTABLE FILTER UNIT - DOUBLE	100.00
PORTABLE FILTER UNIT - QUAD	150.00

\*\*\*If the coating inside portable filter unit is damaged while on rent. It's CUSTOMER'S responsibility for repairs\*\*\*

**ADDITIONAL EQUIPMENT**

	Day
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2 WAY RADIO W/HEAD SET	35.00
55 GALLON DRUM LIFTER DISPENSER	25.00
ALL TERRAIN VEHICLE - FOUR WHEEL DRIVE	200.00
BACK PACK LEAF BLOWER	75.00
CHAIN SAW (plus consumables)	105.00
DRUM DOLLY	25.00
GRIZZLY ROCK SCREEN	100.00
IMPACT GUN 1/2"	30.00
IMPACT GUN 3/4"	35.00
IMPACT GUN 1"	40.00
POGO MANUAL HAND PUMP (disposable)	25.00
POLE SAW (Chainsaw driven, plus consumables)	125.00
SHADE TRAILER (cooling zone)	250.00
WEED WACKER (plus consumables)	85.00
VAN TRAILER (For disposal of spent/used carbon to EVOQUA)	PER CANISTER 360.00

**CONSUMABLES**

*POR = Price On Request*

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ABSORBENT - 17X19 PETROLEUM PADS	POR	PER 100	BUNDLE	.....
ABSORBENT - 5X10 PETROLEUM BOOMS	POR	PER 4	BUNDLE	.....
ABSORBENT - HAZ-MAT PADS	POR	PER 100	BUNDLE	.....
ABSORBENT - POM POMS PETROLEUM MOPS	POR		EACH	.....
ABSORBENT - SOLID-A-SORB	POR	25LB	BAG	.....
ACID SUIT	POR	.....	.....	
BIN / TRACTOR / TRAILER WASH	POR	.....	.....	.....
BIOSOL	POR	PER	GALLON	.....

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BULK SALT	POR	.....	.....	.....
CHEMICAL TOTE	POR	.....	EACH	.....
CITRISOLVE (PACIFIC BLUE)	POR	PER	GALLON	.....
DECON BRUSH	POR	.....	EACH	.....
DE-WATERING BIN FILTER	POR	.....	.....	.....
DISPOSAL	POR	.....	.....	.....
DRUM - 17H	POR	.....	.....	.....
DRUM - 55 GAL STEEL	POR	.....	.....	.....
DRUM - 85 GAL OVER PACK STEEL	POR	.....	.....	.....
DRUM - 95 GAL OVER PACK POLY	POR	.....	.....	.....
DRUMS - 55 GAL POLY	POR	.....	.....	.....
FRESH WATER	POR	.....	.....	.....
GLOVES - CUT RESISTANT	POR	PER	PAIR	.....
GLOVES - IMPACT	POR	PER	PAIR	.....
GLOVES - LEATHER (labor work)	POR	PER	DOZEN	.....
GLOVES - NITRILE (tank work)	POR	PER	BOX	.....
GLOVES - PVC (oilfield work)	POR	PER	DOZEN	.....
GLOVES - VITON	POR	PER	PAIR	.....
LEVEL A, B, C, ENSEMBLE	POR	.....	.....	
LINER - PLASTIC DRUM (6 MIL)	POR	.....	.....	.....
LINER - PLASTIC ROLL OFF BIN	POR	.....	EACH	.....
MSA FULL FACE MASK	POR	.....	.....	
OVC CARTRIDGE	POR	.....	.....	
PALLET	POR	.....	EACH	.....
PERMITS (Heavy Equipment)	POR	.....	.....	.....
PERMITS (HWY)	POR	.....	.....	.....
PH STRIPS	POR	.....	.....	
PLASTIC SHEETING (various sizes)	POR	PER	ROLL	.....
PORTABLE FILTER UNIT - SOCKS (various sizes)	POR	.....		
PVC BOOTS (Pair)	POR	.....	.....	
PVC YELLOW BOOT COVERS (Pair)	POR	.....	.....	
RECHARGE AIR BOTTLE	POR	.....	.....	
SIMPLE GREEN	POR	PER	GALLON	.....
SUGAR	POR	25LB	BAG	.....
SURCHARGE 15% (on third-party equipment rented by CONTRACTOR)	15.0%			
SURCHARGE 15% (on third-party consumables)	15.0%			
TYVEK POLY COATED SUIT	POR	.....	EACH	.....
TYVEK SUIT	POR	.....	.....	
<b>ADDITIONAL CHARGES</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
ADDITIONAL FEE FOR NIGHT SHIFT		1.00	1.50	2.00
ADDITIONAL FEE FOR EMERGENCY RESPONSE		2.00	3.00	4.00
AFTER HOUR CHARGES <i>after 1800 / before 0600 / all weekend hours</i>	10.00			
OBSERVED HOLIDAY CHARGES	25.00			
<i>New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, &amp; Christmas Day</i>				

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PER DIEM / SUB PAY (*VARIES PER CITY, Maximum Lodging plus Meals*)

\*Straight-time <8hours \*Over-time >8hours \*Double-time >12hours

**EXCEPTIONS**

Non-Exempt Trucking: Rates posted for End Dumps & Semi Bottom Dumps are established & controlled by the Public Utilities Commission.

Prevailing Wage: When applicable by law and phase reverts to remediation phase & requires Prevailing Wage.

Disposal Fees: All disposal facility fees that are actually and reasonably incurred by CONTRACTOR to the extent necessary to perform the Services hereunder will be invoiced to the customer with an additional 15% surcharge.

Rental Equipment: All equipment rental fees actually and reasonably incurred by CONTRACTOR to the extent necessary to perform the Services hereunder will be invoiced to the customer with an additional 15% surcharge.

Minimum: All transportation rates are portal to portal, with a 4-hour minimum.

All Equipment: Any equipment required for a projects or jobs will be charged accordingly for loading and unloading.

## **ENERGY SURCHARGE**

*Pacific Petroleum has implemented an energy surcharge due to the escalating cost of oil, refined petroleum products (tires, vacuum hoses etc.), motor fuel, and the increase in the California fuel tax. The surcharge is based on the cost of fuel at the time invoicing is prepared and is calculated by adding the surcharge percentage based on the fuel price range and its appropriate percentage listed below.*

<b>Fuel Price Per Gallon</b>	<b>Surcharge</b>
\$3.00 to \$3.14	8.00%
\$3.15 to \$3.30	8.50%
\$3.31 to \$3.46	9.00%
\$3.47 to \$3.62	9.50%
\$3.63 to \$3.78	10.00%
\$3.79 to \$3.94	10.50%
\$3.95 to \$4.10	11.00%
\$4.09 to \$4.26	11.50%
\$4.27 to \$4.42	12.00%
\$4.43 to \$4.58	12.50%
\$4.59 to \$4.74	13.00%
\$4.75 to \$4.90	13.50%
\$4.91 to \$5.06	14.00%
\$5.07 to \$5.22	14.50%
\$5.23 to \$5.38	15.00%
\$5.39 to \$5.54	15.50%
\$5.55 to \$5.70	16.00%
\$5.71 to \$5.86	16.50%
\$5.87 to \$6.02	17.00%
\$6.03 to \$6.18	17.50%
\$6.19 to \$6.34	18.00%

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\$6.35 to \$6.50	18.50%
\$6.51 to \$6.66	19.00%
\$6.67 to \$6.82	19.50%
\$6.83 to \$6.98	20.00%

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**EXHIBIT A-2**

**STATEMENT OF WORK**

**Public Works-Roads**

**Collection as Planned:**

Santa Maria, Lompoc, and Santa Barbara Road yards program -2310,2320 and 2330

**Scheduled:**

Immediately, as the tank needs to be maintained and to be in CUPA compliance as or every six months or as needed to clean the tanks.

**Specified Cleanup:**

- Transfer of used motor oil, transporting disposal, and recycling to World Oil Compton Ca
- Transfer non – Hazardous waste liquid C2 only water containing asphalt emulsion to World Oil Compton Ca unload and washout trailer, empty tank into a storage tank, and haul to World Oil, Compton CA.
- Load hot water, then push the hot water into the tank pull all the materials and take waste to disposal then wash out the tank.
- Clean out of waste SS1H asphalt emulsion tanks located in all three yards (Santa Maria, Lompoc, Santa Barbara) with transportation of hazardous waste to facility every 6 months (or as needed).
- Clean out of 4000-gallon SS1H asphalt old storage tank as needed.
- Respond to hazardous waste dumping that occurs on County roads in right of way: includes pick up, testing material, and disposal.
- Respond to as-needed tests for toxic gasses.
- Clean out plugged culverts as needed with Jetter truck throughout the five districts in the county
- Rental of portable restrooms as needed
- Hazmat cleanup and disposal in the county right of way.

County Public Works-Road personnel authorized to enact services:

Udy Loza – Maintenance Superintendent, Email: [uloza@countyofsb.org](mailto:uloza@countyofsb.org)

Vince Torres – Santa Barbara Staff Assistant, Email: [vtorres@countyofsb.org](mailto:vtorres@countyofsb.org)

Andrew O'brien – North County Maintenance Superintendent, Email: [aobrien@countyofsb.org](mailto:aobrien@countyofsb.org)

Richard Navarro – Lompoc Maintenance Superintendent, Email: [rnavarr@countyofsb.org](mailto:rnavarr@countyofsb.org)

Exhibit A-2 Statement of Work Maximum amount: \$175,000.00

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**EXHIBIT A-3**

**STATEMENT OF WORK**

**Public Works – Clean Water**

**Collection Location:**

Toro Canyon

**Scheduled:**

10 times per year

**Specified Cleanup:**

Collect and dispose of oily waste material 10 times per year from Toro Canyon site.

**Exhibit A-3 Statement of Work Amount:** \$1,853.25 each pick-up, for a total Exhibit A-3 Statement of Work amount not to exceed \$18,532.50 per year.

To the extent it becomes necessary, in order to perform the Services hereunder, to change the disposal site from Waste Management McKittrick Waste Treatment Site and Waste Connections Cold Canyon Landfill to another disposal site, CONTRACTOR notify COUNTY in writing of such necessity, including an explanation of the reason that such change is necessary, and a list of proposed alternate disposal sites and corresponding actual disposal fees charged by each such alternate disposal site. After COUNTY received such a notification from CONTRACTOR, COUNTY may (i) select an alternate disposal site from such list of proposed alternate disposal sites, which CONTRACTOR shall then use as the designated disposal site for purposes of this Exhibit A-3, pursuant to a Change Order for this Exhibit A-3 duly executed by CONTRACTOR and the Purchasing Agent, or (ii) terminate this Exhibit A-3 Statement of Work, in whole or in part, effective as of the date specified by COUNTY in notifying CONTRACTOR of such termination.

All Pacific Petroleum's equipment will be returned in the condition that it was delivered to customer.

County Public Works-Clean Water personnel authorized to enact services:

Cathleen Garnand – Project Clean Water Manager, Email: [cgarnan@countyofsb.org](mailto:cgarnan@countyofsb.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$15,000.00

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed \$600,000.
- B. Payment for Services and reimbursement of costs, , to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-3, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.



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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Environmental Contractors and/or Consultant Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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.

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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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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.

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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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.

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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

## Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Pacific Petroleum California, Inc the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### 3. CLEAN AIR ACT

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

### 4. FEDERAL WATER POLLUTION CONTROL ACT

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

### 5. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition

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by and between the County of Santa Barbara and Pacific Petroleum California, Inc

to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

### 6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

### 7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### 8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or

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employee involved in or knowledgeable about such conduct;

- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

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9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. 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](http://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.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the



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United States.

- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

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19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

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

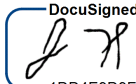
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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

DocuSigned by:  
  
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\_\_\_\_\_  
Jayse Hochleutner, Vice President

5/24/2024 | 10:39 AM PDT

\_\_\_\_\_  
Date

Section 7  
Master Service Agreement : Padre Associates, Inc.

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Padre Associates, Inc.

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Padre Associates, Inc. ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1861 Knoll Dr., Ventura, CA 93003.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Christian Garcia whose phone number is 805-568-2696, and whose email address is [cgarcia@countyofsb.org](mailto:cgarcia@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Jerome Summerlin, whose phone number is 805-218-0109, and whose email address is [jsummerlin@padreinc.com](mailto:jsummerlin@padreinc.com), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Christian Garcia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Jerome Summerlin  
Padre Associates, Inc.  
1861 Knoll Drive  
Ventura, CA. 93003

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached

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hereto as Exhibits A-1, A-2, and A-3, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,

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regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**



Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Padre Associates, Inc.

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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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.

Master Services Agreement for Services of Independent Contractor  
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**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement (“Numbered Sections”) and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C, which Exhibits C shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the Numbered Sections and Exhibits B, and C hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and control,

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Padre Associates, Inc.

followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

By: DocuSigned by:  
Lauren Wideman  
8F464D822C84458...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor/Controller

By: DocuSigned by:  
C. Schaffer  
A00ED5BD71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

By: DocuSigned by:  
Gregory Milligan  
05F555F00209406...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Padre Associates, Inc.

By: DocuSigned by:  
JEROME SUMMERLIN  
FCBCC30312A749A...  
Authorized Representative

Name: JEROME SUMMERLIN

Title: President

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Padre Associates, Inc.

EXHIBIT A-1

GENERAL STATEMENT OF WORK

**General Capabilities and Services**

Currently our offices are staffed with over 60 professionals. Our personnel include professionals in the specialty areas identified below:

- Certified Arborists
- Certified Ecologists;
- Botanists;
- Wildlife Biologists;
- Certified Wetland Scientists;
- Environmental Scientists;
- Environmental Analysts;
- Marine Biologists;
- Certified SCUBA Divers;
- Certified Caulerpa Survey Specialists;
- Registered Professional Archaeologists;
- California-licensed Professional Civil Engineers, and Geotechnical Engineers;
- Professional Geologists;
- Certified Engineering Geologists;
- Certified Hydrogeologists;
- Certified Professional Soil Scientists;
- Certified Environmental Managers;
- Certified Erosion Sediment Stormwater Inspectors;
- Qualified Stormwater Pollution Prevention Plan Developers/Practitioners;
- Lead Based Paint (LBP)/Asbestos Containing Material (ACM) – Certified Asbestos Consultant (CAC) and Certified Site Surveillance Technician (CSST) Professionals; and
- Registered Environmental Property Assessors.

Padre provides consulting services to a wide array of clients including local, state and federal agencies; special districts (e.g., water, sanitation, waste management and schools); industry; and commercial clients. We provide our clients with expertise in multiple areas of environmental sciences and geo-environmental consulting. Specifically, we provide services in the areas identified below in Table 2-1 supplemented by civil engineering and geotechnical engineering capabilities.

**Master Services Agreement for Services of Independent Contractor  
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**Padre Services**

ENVIRONMENTAL SCIENCE SERVICES	GEOENVIRONMENTAL SERVICES
<ul style="list-style-type: none"> <li>• National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) Documentation</li> <li>• Permitting Assistance                             <ul style="list-style-type: none"> <li>– Coastal Development Permitting</li> <li>– Discretionary Permitting</li> </ul> </li> <li>• Biological Services                             <ul style="list-style-type: none"> <li>– Biological Resource Inventories and Mapping</li> <li>– Habitat Restoration</li> <li>– Special-status Species’ Surveys</li> <li>– Bird Breeding Surveys</li> <li>– Wetland Delineations</li> <li>– Biological Resource Monitoring During Construction</li> <li>– Marine Wildlife Plans and Onboard Monitoring</li> <li>– Inter - and Subtidal Surveys</li> <li>– Arboricultural Services</li> </ul> </li> <li>• Mitigation Monitoring and Reporting</li> <li>• Cultural Resources/Archaeological Services</li> <li>• Other Focused Specialty Studies</li> <li>• GIS, Mapping and Spatial Services</li> </ul>	<ul style="list-style-type: none"> <li>• Phase I Environmental Site Assessments</li> <li>• Phase II Environmental Site Assessment and Site Characterization</li> <li>• Remedial Design and Oversight</li> <li>• Ecological and Human Health Risk Assessment</li> <li>• Health and Safety Management</li> <li>• Stormwater Pollution Prevention Plan (SWPPP) Preparation and Compliance Monitoring</li> <li>• LBP/ACM Surveys and Abatement Monitoring</li> <li>• GIS, Mapping and Spatial Services</li> </ul>

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**2024 STANDARD FEE SCHEDULE**

**PROFESSIONAL SERVICES**

Principal Professional II .....	\$	220/hr.
Principal Professional .....	\$	190/hr.
Senior Professional II .....	\$	170/hr.
Senior Professional .....	\$	160/hr.
Project Professional II .....	\$	135/hr.
Project Professional .....	\$	125/hr.
Staff Professional II .....	\$	115/hr.
Staff Professional .....	\$	100/hr.
Senior Technician (Non-Prevailing Wage) .....	\$	95/hr.
Senior Technician (Prevailing Wage) .....	\$	100/hr.
Technician (Non-Prevailing Wage) .....	\$	85/hr.
Technician (Prevailing Wage) .....	\$	90/hr.
Senior GIS/CAD Specialist .....	\$	115/hr.
GIS/CAD Specialist .....	\$	100/hr.
Drafting .....	\$	80/hr.
Word Processing/Technical Editor .....	\$	85/hr.

\*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$450 per hour.

**OTHER DIRECT CHARGES**

Subcontracted Services .....	Cost Plus 15%
Outside Reproduction .....	Cost Plus 15%
Travel, Subsistence, and Expenses .....	Cost Plus 15%
Vehicle .....	\$ 90/day
Photoionization Detector .....	\$ 120/day
Nuclear Density Gauge .....	\$ 85/day
Automobile Mileage .....	\$ 0.85/mile

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1861 Knoll Drive ■ Ventura, California 93003 ■ 805-644-2220

Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT A-2**

STATEMENT OF WORK

PUBLIC WORKS – LAGUNA COUNTY SANITATION DISTRICT

**Subject:** WWRP Facilities Master Plan and Habitat Conservation Plan (HCP) 2024 Scope of Work for On-Call Biological Monitoring

Three Padre Associates biologists (Ken Gilliland, Alyssa Berry and Zack Abbey) have been approved by the U.S. Fish & Wildlife Service (USFWS) to conduct biological monitoring primarily for California tiger salamander (CTS) and California red-legged frog (CRLF). The purpose of this letter is to provide a brief scope of work, billing rates and fee schedule for the purposes of on-call biological monitoring for the subject project.

**Scope of Work.** Monitoring tasks to be completed are avoidance and mitigation measures from the HCP and mitigation measures from the MND to avoid take of listed species and reduce environmental impacts. Measures from the HCP to be implemented under a purchase order may include:

- A. **HCP-2.** Prepare environmental training materials, obtain USFWS approval and present pre-construction environmental training to construction workers. Present annual environmental training to LCSD maintenance staff. We will maintain records of construction workers and LCSD staff that have completed the training.
- B. **HCP-4.** Small mammal burrow surveys and mapping of identified construction impact areas using a fiber optic or infrared scope (if the burrow end cannot be observed unaided). Supervise the excavation of suitable burrows and placement of exclusion barriers, and inspect exclusion barriers following each significant rain event while the barriers are in place. Inspect work areas each morning during construction activities while barriers are in place.
- C. **HCP-5.** Relocate CTS and/or CRLF when encountered during field clearance or morning inspections of work areas (HCP-4).
- D. **HCP -8.** Train designated on-site monitors (LCSD staff and/or contract construction management inspectors) to identify CRLF and CTS and halt work if observed in the work area. Training will include development of clear lines of communication to ensure proper persons are notified and action is taken.
- E. **HCP Section 4.8.** Prepare a post-construction report for each assigned project component as per the HCP for submittal to LCSD.
- F. **HCP Appendix D.** Prepare an annual assessment of the conservation easement area, including general inspection, annual biological survey, aquatic survey and monitoring report as per the HCP.

Measures from the MND to be implemented under a purchase order may include:

- G. **MM 810-1.** Conduct breeding bird surveys of construction impact areas prior to tree removal between February 15 and August 31.
- H. **MM 810-2.** Conduct western spadefoot toad surveys within 7 days prior to any project-related ground



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disturbance on Santa Maria Airport District property. Relocate any individuals found to suitable habitat at least 200 feet from any planned disturbance.

- I. **MM 810-3.** Conduct American badger surveys within 7 days prior to any project- related ground disturbance on Santa Maria Airport District property. Coordinate with LCSD project manager and construction contractor to postpone any work within 500 feet of an active badger den.

**Padre Biological Monitors.** The following Padre biologists approved by USFWS will conduct monitoring under an updated master services agreement with Santa Barbara County. Senior Biologist Matt Ingamells will provide project management and quality control services only as needed to ensure compliance with required monitoring schedules and submittals. Our 2024 Standard Fee Schedule is attached.

Name	Authorization	Billing Rate
Ken Gilliland	CTS- Independently monitor and handle CRLF -Independently monitor and handle	\$125
Alyssa Berry	CTS - Handle and monitor only under direct supervision CRLF - Independently handle and monitor	\$125
Zack Abbey	CTS - Independently monitor and handle only under direct supervision CRLF - Independently handle and monitor	\$115

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**County Public Works – Laguna County Sanitation District personnel authorized to enact services:**

Kevin Thompson, Manager  
County of Santa Barbara Public Works Department  
Laguna Sanitation District  
620 West Foster Road, Santa Maria, CA 93455  
Phone: 805-803-8756  
Email: [kethomp@countyofsb.org](mailto:kethomp@countyofsb.org)

Angela Arredondo, Cost Analyst  
County of Santa Barbara Public Works Department  
Laguna Sanitation District  
620 West Foster Road, Santa Maria, CA 93455  
Phone: 805-803-8757  
Email: [amarredondo@countyofsb.org](mailto:amarredondo@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$75,000.00

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**EXHIBIT A-3**

**STATEMENT OF WORK**

**PUBLIC WORKS – RESOURCE RECOVERY & WASTE MANAGEMENT**

CONTRACTOR shall provide Environmental Support for the Capacity Increase Project, Tajiguas Landfill Operations and Baron Ranch during the Term as set forth in this Exhibit A-3 Statement of Work.

**Scope of Work**

Most tasks will be conducted by qualified Padre biologists previously approved under the Resource Recovery & Waste Management Division's (RRWMD) USFWS BO for take of California red-legged frog (i.e., Ken Gilliland, Zack Abbey, Matt Ingamells, Chris Dunn and Ryan Newkirk). Staff biologist Tristan Wedderien will assist in construction monitoring for the Capacity Increase Project and accompany approved biologists during nighttime CRLF surveys.

Photographic surveys for Crotch's bumblebee will be conducted by a qualified biologist (Zack Abbey) and any capture and cooling of bumblebees required to fully verify the bumblebee species observed will be conducted by Zack Abbey under the authorization of the appropriate scientific collecting permit and MOU issued by the California Department of Fish and Wildlife (CDFW). Cultural resources awareness training will be conducted by Padre's senior archeologist Rachael Letter.

**Tajiguas Landfill Capacity Increase Project (828984).** The following tasks comprise our scope of work:

- Environmental sensitivity training for contractors: up to three training sessions addressing all on-site sensitive biological resources including Crotch's bumblebee (includes training materials development, in person training, and documentation of persons completing the training).
- Pre-construction nesting bird surveys: up to four surveys, and nesting bird survey report.

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- Pre-construction Crotch's bumblebee surveys and monitoring: one per week for three weeks prior to vegetation removal. If an active nest is observed, the qualified biologist will flag the nest site and establish a no disturbance buffer zone at a reasonable distance around the nest (30 to 60 feet) until the qualified biologist has determined that vegetation removal and track walking can begin. The results of the surveys will be documented in a letter report to be provided to CDFW. We have assumed up to 8 hours onsite would be required for nest monitoring.
- Pre-construction cultural resources awareness training: up to three training sessions.
- Construction monitoring: up to 4 hours on-site per day, twice per week for up to 20 weeks.
- CEQA compliance: consultation on CEQA issues and revisions to CEQA documentation associated with minor changes to the Capacity Increase Project (up to 24 hours).

**Tajiguas Landfill Habitat Conservation Plan (HCP) and Incidental Take Permit Compliance (129921).** The following tasks comprise our scope of work:

- Environmental sensitivity training for Landfill staff and contractors: including updating training materials and in-person training sessions (up to 12 sessions).
- Pre-construction survey: for planned construction in previously undisturbed areas (up to four surveys).
- Daytime basin surveys: for emergency basin operations (up to six surveys).
- Post-rain event nighttime California red-legged frog (CRLF) surveys: using two biologists for safety reasons (up to 30 surveys, two biologists).
- CRLF, pond turtle and other wildlife translocations: as needed (up to 12 events).
- Baron Ranch habitat assessment, annual winter CRLF visual encounter surveys and reporting (four stream reaches total), and invasive species survey in Arroyo Quemado and HCP Conservation Area.
- Preparation of the HCP annual report: summarizing all surveys and monitoring conducted at the Landfill and Baron Ranch.
- Pre-construction surveys for maintenance within Pila Creek and the sedimentation basins: up to six surveys total.
- General biological surveys for miscellaneous Landfill projects (up to 6 surveys total).

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**ReSource Center Operations (185000).** Includes the following tasks:

- General biological surveys for miscellaneous ReSource Center projects (up to 6 surveys total).
- CEQA compliance: consultation on CEQA issues and revisions to CEQA documentation associated with minor changes to the ReSource Center Project (up to 24 hours).

**Tajiguas Landfill Environmental (129917).** Includes the following tasks:

- Surveys and reporting for Pila Creek and box culvert maintenance activities required by the CDFW maintenance agreement (submit report the same day as survey).
- Pre-activity surveys and reporting for invasive species management activities (up to six surveys).
- Miscellaneous assistance with permits and resource agency correspondence (up to 24 hours).

**Baron Ranch (190000).** Includes the following task:

- Pre-activity surveys and reporting for invasive species management and/or other maintenance activities (up to six surveys).

**Fee Proposal**

Padre will complete the scope of work described above on a time and materials basis, for a fee of \$164,060 (without the 10 percent contingency), according to the attached 2024 Standard Fee Schedule. A fee breakdown by work area/project is provided below. A fee proposal is attached including a breakdown for each task. The \$16,406 contingency amount set forth in Table 1, below, may only be paid to CONTRACTOR to the extent authorized by the COUNTY in writing signed by duly authorized representatives of each of CONTRACTOR and COUNTY specifying the cost breakdown of such contingency expenditures prior to the performance of such services, and only to the extent such extra costs do not arise out of any act or omission by or on behalf of CONTRACTOR.

**Table 1. Fee Breakdown**

Work Area/Project	Estimated Fee
Tajiguas Landfill Capacity Increase Project	\$48,550
Tajiguas Landfill HCP/ITP Compliance	\$88,040
ReSource Center Operations	\$8,530
Tajiguas Landfill Environmental	\$14,650
Baron Ranch	\$4,290
<b>Total</b>	<b>\$164,060</b>
<b>10% Contingency</b>	<b>\$16,406</b>
<b>Total + Contingency</b>	<b>\$180,466</b>

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**2024 STANDARD FEE SCHEDULE**

**PROFESSIONAL SERVICES**

Principal Professional II.....	\$	220/hr.
Principal Professional.....	\$	190/hr.
Senior Professional II.....	\$	170/hr.
Senior Professional.....	\$	160/hr.
Project Professional II.....	\$	135/hr.
Project Professional.....	\$	125/hr.
Staff Professional II.....	\$	115/hr.
Staff Professional.....	\$	100/hr.
Senior Technician (Non-Prevailing Wage).....	\$	95/hr.
Senior Technician (Prevailing Wage).....	\$	100/hr.
Technician (Non-Prevailing Wage).....	\$	85/hr.
Technician (Prevailing Wage).....	\$	90/hr.
Senior GIS/CAD Specialist.....	\$	115/hr.
GIS/CAD Specialist.....	\$	100/hr.
Drafting.....	\$	80/hr.
Word Processing/Technical Editor.....	\$	85/hr.

\*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$450 per hour.

**OTHER DIRECT CHARGES**

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle.....	\$ 90/day
Photoionization Detector.....	\$ 120/day
Nuclear Density Gauge.....	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Padre Associates, Inc.

**County Public Works – Resource Recovery & Waste Management Division personnel authorized to enact services:**

Joddi Leipner, Environmental Engineering Project Leader  
County of Santa Barbara Public Works Department  
Resource Recovery & Waste Management Division  
130 Victoria Street, Suite 100, Santa Barbara, CA, 93101  
Phone: 805-882-3624  
Email: [jleipner@countyofsb.org](mailto:jleipner@countyofsb.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$180,466.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Padre Associates, Inc.

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed \$450,000.00.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-3, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.



Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Professional Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

C. 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Master Services Agreement for Services of Independent Contractor  
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If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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.

A. 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 specification, at any time.

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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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.

**Section 8**  
**Master Service Agreement :**  
**Regional Government Services Authority**

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Regional Government Services Authority

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Regional Government Services Authority with an address at PO Box 1350, Carmel Valley, CA 93924 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Karen Leichtweis at phone number 805-568-2694 and email: [kleichtweis@countyofsb.org](mailto:kleichtweis@countyofsb.org) is the representative of the COUNTY and will administer this Agreement for and on behalf of COUNTY. Sophia Selivanoff, Executive Director at phone number (831) 308-1508 and email: [sselivanoff@rgs.ca.gov](mailto:sselivanoff@rgs.ca.gov) is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Karen Leichtweis  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Sophia Selivanoff  
Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set out in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial accepted Statements of Work are attached hereto as Exhibits A-1 through A-2 and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by each Party's duly authorized designated representative.

Master Service Agreement for Services of Independent Contractor by and between the  
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**4. TERM**

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under all Statements of Work, but no later than 6/30/2025 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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.

Master Service Agreement for Services of Independent Contractor by and between the  
County of Santa Barbara and Regional Government Services Authority

**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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 INTELLECTUALPROPERTY**

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

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

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**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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with 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.



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**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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. CONTRACTOR may, by written notice to COUNTY, terminate this Agreement in whole or in part for convenience at any time upon thirty (30) days written Notice. Further, 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

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provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

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**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in the Sections 1 through 32 of this Agreement (“Numbered Sections”) and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor’s proposal. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the numbered sections of this Agreement and Exhibits B, C, hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the City’s terms shall take precedence and control, followed by (i) task orders or similar orders issued by a COUNTY department pursuant to a Statement of Work, and then (ii) CONTRACTOR’s Terms, if any.

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
By: Lauren Wideman

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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:  
By: C. Schaffer

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Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
By: Gregory Milligan

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Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 06/18/2024

Minute Order Number:

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_

Chief Procurement Officer

CONTRACTOR:

Regional Government Services Authority

DocuSigned by:  
By: Sophia Selivanoff

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Authorized Representative

Name: Sophia Selivanoff

Title: Executive Director

Master Service Agreement for Services of Independent Contractor by and between  
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**EXHIBIT A-1**

**COUNTYWIDE GENERAL STATEMENT OF WORK  
For Regional Government Services Authority**

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to serve as Advisors to the County of Santa Barbara, hereafter "County", which may require performing any or all of the functions described below:

Tasks may be requested by the Agency according to the terms below:

1. Services may be within any of the RGS service areas, including but not limited to: Human Resources, Employee Benefit Administration, Disability Leave Management, Payroll, Finance, Project and Agency Management, Training, Communications/Outreach, Emergency Management, Community Development and Strategic Planning.
2. Services to be engaged via task order or amendment to this agreement.

RGS Advisors will:

1. Be reasonably available to perform the services during the normal work week.
2. Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS Lead Advisor. Projects and activities may be modified on request of the Agency.
3. Perform other duties as are consistent with the services described herein and approved by the RGS Lead Advisor.
4. Endeavor to provide additional Advisors for consultation with Agency staff on an as-needed basis to meet time and cost parameters, provide specialized skills, etc.
5. Agency will only be invoiced for actual hours worked. The work will be done remotely.



**2024 RATE SHEET**

Title	Hourly Rate
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

Effective July 1, 2024. Regional Government Services may charge travel expenses at the current Federal Rate for agreed-upon advisor travel.

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**EXHIBIT A-2**

CLASSIFICATION AND COMPENSATION SERVICES  
SCOPE OF WORK FOR FISCAL YEAR 2024-25

HUMAN RESOURCES DEPARTMENT

The County of Santa Barbara (County) requested Regional Government Services (RGS) to assist with two classification specification development projects during Fiscal Year 2023-24 and requests additional related assistance during Fiscal Year (FY) 2024-25.

**SCOPE OF WORK**

The scope of work will be for services provided to Human Resources Department. The Information Technology Department (ITD) has requested RGS to provide classification and compensation services. The Human Resources Department (HRD) has requested RGS to provide classification and/or compensation services for other projects, as needed.

**Human Resources Personnel authorized to enact services**

Erin Jeffery – Fiscal & Workforce Planning Division Chief – [emjeffery@countyofsb.org](mailto:emjeffery@countyofsb.org)

**INFORMATION TECHNOLOGY DEPARTMENT – HUMAN RESOURCES**

The scope of work for FY 2024-25 will include the following:

Classification Services

- Preparation and/or completion of job specifications for ITD and technology positions in other County Departments.
- Prepare and administer a Position Description Questionnaire (PDQ) for technology positions in ITD and other County Departments. This will include informational kickoff meetings with the employees who need to complete a PDQ.
- Assistance with mapping employees to the new job specifications.
- Other services, as requested by HRD, in support of the classification project.

Compensation Services

- Conduction a Base Wage compensation study using the County's existing comparator agencies.
- Other services, as requested by HRD, in support of the compensation project.

Project Status Meetings

- ITD HR, HRD and RGS will meet bi-weekly to review the project schedule, deliverables, and other items as requested by the County.

Master Service Agreement for Services of Independent Contractor by and between  
the County of Santa Barbara and Regional Government Services Authority

**HUMAN RESOURCES DEPARTMENT**

The scope of work for FY 2024-25 will include the following:

Classification and Compensation Services

- Assistance with other classification and compensation projects as requested by HRD.
- Other services, as requested by HRD, in support of a requested classification and/or compensation project.

Project Status Meetings

- HRD and RGS will meet bi-weekly to review the project schedule, deliverables, and other items as requested by the County.

Exhibit A-2 Statement of Work maximum aggregate amount: \$192,000.00

Master Service Agreement for Services of Independent Contractor by and between  
the County of Santa Barbara and Regional Government Services Authority

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$400,000**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-2, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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.



**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**(For RGS Contracts Only)**

INDEMNIFICATION

CONTRACTOR shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees from any third party losses, claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities to the extent arising out of the negligent performance or negligent attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law. This indemnification does not apply to the extent of the COUNTY's gross negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. COUNTY acknowledges that CONTRACTOR, can satisfy the insurance requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

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 or equivalent 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 equivalent, or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), or equivalent 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 or equivalent with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance or self- insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 affect 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. **Claims Made Policies** - If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **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.

Section 9  
Master Service Agreement :  
R L F Trucking & Grading Corporation

# Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and R L F Trucking & Grading Corporation

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and R L F Trucking & Grading Corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1666 Rancho Santa Ynez Rd, Solvang, California 93463.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Austin Venezia, whose phone number is 805-568-2690, and whose email address is [auvenezia@countyofsb.org](mailto:auvenezia@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Roger Fortier, whose phone number is 805-688-1492, and whose email address is [rjf89@verizon.net](mailto:rjf89@verizon.net), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

## **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Austin Venezia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Roger Fortier  
R L F Trucking & Grading Corporation  
1666 Rancho Santa Ynez Rd  
Solvang, CA 93463

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section 2 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued

Master Services Agreement for Services of Independent Contractor  
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by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached hereto as Exhibits A-1, A-2, and A-3, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference, in a maximum aggregate amount not to exceed the Maximum Contract Amount set forth in Exhibit B. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this

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Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.



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**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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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.

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**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E

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Corporation

hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR’s Terms, if any.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:

By: Lauren Wideman  
8F404D822C84458...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:

By: C. Schaffer  
A89ED5BB71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:

By: Gregory Milligan  
85F555F00209466...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

R L F Trucking & Grading Corporation

DocuSigned by:

By: Roger Fortier  
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Roger L. Fortier, Chief Executive Officer  
and Chief Financial Officer

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**EXHIBIT A-1**

**GENERAL STATEMENT OF WORK**

**R L F Trucking & Grading Corporation**  
**1666 Rancho Santa Ynez Road Solvang, CA 93463**  
**Office: 805-688-1492 Fax: 805-688-3703**  
**License # 849365 Small Business # 0043410**

For trucking and hauling services, including, but not limited to, trucking and hauling of: asphalt, trash, recyclables, dirt, rocks, refuse, grindings, and all aggregate materials.

**Hourly Rates:** Time charged at the following hourly rates shall start when truck arrives at the County loading location, and ends when the truck finishes unloading at the identified location instructed by the County, provided that the truck travels to the unloading area directly and immediately following the Services specified by COUNTY in the applicable task order issued hereunder and signed by the COUNTY representative named in Section 1, above; otherwise, the charged time ends at the time of the completion of the Services specified by COUNTY in the applicable task order issued by the COUNTY representative hereunder.

**TRUCKS & RATES**

**Ten-Wheeler Demo & Regular Dump Truck:**

\$150.00 Monday-Friday; Saturday \$155.00; Sunday \$160.00

**Transfer Truck:** \$160.00 Monday-Friday; Saturday \$165.00; Sunday \$170.00

**End Dump Truck:** \$160.00 Monday-Friday; Saturday \$165.00; Sunday \$170.00

**Bottom Hopper Truck:** \$160.00 Monday-Friday; Saturday \$165.00; Sunday \$170.00

**Low Bed Truck:** \$190.00 Monday-Friday; Saturday \$195.00; Sunday \$200.00

**Flat Bed Truck:** \$165.00 Monday-Friday; Saturday \$170.00; Sunday \$175.00

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**EXHIBIT A-2**

**STATEMENT OF WORK**

**R L F TRUCKING & GRADING CORPORATION**  
**1666 Rancho Santa Ynez Road Solvang, CA 93463**  
**Office: 805-688-1492 Fax: 805-688-3703**  
**License # 849365 Small Business # 0043410**

CONTRACTOR shall supply COUNTY's Public Works – Roads Department with the following trucks at the following hourly rates for shoulder backing and paving operations throughout the five supervisorial maintenance Districts of Santa Barbara County in accordance with task orders which may be issued for Services under this Exhibit A-2 (each, a "Public Works Task Order"), provided that the aggregate amount of such Public Works Task Orders shall not exceed \$500,000.00, and that each Public Works Task Order must (i) be in writing and signed by the authorized representative of CONTRACTOR specified in Section 1, above, as well as signed by one of the COUNTY Public Works Department personnel listed below in this Exhibit A-2, and (ii) specify the truck type, loading location, task, and estimated task hours.

Only the following COUNTY Public Works Department personnel are authorized to issue Public Works Task Orders:

Udy Loza – Maintenance Superintendent, Email: [uloza@countyofsb.org](mailto:uloza@countyofsb.org)  
Mark Gonzales – Santa Maria Staff Assistant, Email: [magonza@countyofsb.org](mailto:magonza@countyofsb.org)  
Sean Schmidt – Office/Field Maintenance Leader, Email: [sschmidt@countyofsb.org](mailto:sschmidt@countyofsb.org)  
Vince Torres – Santa Barbara Staff Assistant, Email: [vtorres@countyofsb.org](mailto:vtorres@countyofsb.org)

Hourly Rates: Hourly rate charges being when the truck arrives at the loading location specified in the applicable Public Works Task Order, and ends when the truck finishes unloading at the identified location instructed by COUNTY, provided that the truck travels to the unloading area directly and immediately following completion of the shoulder backing and paving operations specified by COUNTY in such Public Works Task Order; otherwise, the charged time ends at the conclusion of the shoulder backing and paving operations specified by COUNTY in such Public Works Task Order.

Ten Wheeler Truck: \$ 150.00 Monday-Friday; Saturday \$155.00; Sunday \$ 160.00  
Transfer Truck: \$ 160.00 Monday-Friday; Saturday \$165.00; Sunday \$ 170.00  
End Dump Truck: \$ 160.00 Monday-Friday; Saturday \$165.00; Sunday \$ 170.00  
Bottom Hopper Truck: \$ 160.00 Monday-Friday; Saturday \$165.00; Sunday \$ 170.00

Exhibit A-2 Statement of Work maximum aggregate amount: \$700,000.00

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**EXHIBIT A-3**

**STATEMENT OF WORK**

**R L F TRUCKING & GRADING CORPORATION**  
**1666 Rancho Santa Ynez Road Solvang, CA 93463**  
**Office: 805-688-1492 Fax: 805-688-3703**  
**License # 849365 Small Business # 0043410**

CONTRACTOR shall provide COUNTY's Resource Recovery & Waste Management Division ("RRWMD") with on-call trucking services using the trucks listed below in this Exhibit A-3, at the hourly rates set forth below in this Exhibit A-3, for the transportation of trash, recyclables, dirt, rocks, grindings, and all aggregate material in accordance with task orders which may be issued for Services under this Exhibit A-3 (each, a "RRWMD Task Order"), provided that the aggregate amount of such RRWMD Task Orders shall not exceed \$500,000.00, and that each RRWMD Task Order must (i) be in writing and signed by the authorized representative of CONTRACTOR specified in Section 1, above, as well as signed by one of the COUNTY RRWMD personnel listed below in this Exhibit A-3, and (ii) specify the truck type, unloading location, task, and estimated task hours.

Only the following COUNTY RRWMD personnel are authorized to issue RRWMD Task Orders:  
Civil Engineer Specialist Jamie Reyes Perry, or her Designee, Email: [jperry@countyofsb.org](mailto:jperry@countyofsb.org)

Hourly Rates: Hourly rate time begins at the time truck arrives at the RRWMD location specified by COUNTY in the applicable RRWMD Task Order, and ends when truck finishes unloading at the location specified by COUNTY in the applicable RRWMD Task Order, provided that the truck travels to the unloading area directly and immediately from the RRWMD loading location specified by COUNTY in such RRWMD Task Order.

Ten Wheeler Truck: \$ 150.00 Monday-Friday; Saturday \$155.00; Sunday \$ 160.00

Transfer Truck: \$ 160.00 per hour Monday-Friday; Saturday \$165.00; Sunday \$ 170.00

End Dump Truck: \$ 160.00 Monday-Friday; Saturday \$165.00; Sunday \$ 170.00

Bottom Hopper Truck: \$ 160.00 Monday-Friday; Saturday \$165.00; Sunday \$ 170.00

Depending on the type of trucking project, R L F Trucking may utilize the following Marborg trucks at the following hourly rates (hourly rate time begins at the time truck arrives at the RRWMD location specified in the applicable RRWMD Task Order, and ends when truck finishes unloading at the location specified by County in the applicable RRWMD Task Order, provided that the truck travels to the unloading area directly and immediately:

Marborg Belt Loaded Semi truck: \$ 168.00 per hour

Marborg 10-Wheeler Roll-Off Truck: \$ 153.00 per hour

Marborg 18-Wheeler Walking Floor Truck: \$ 158.00 per hour

Exhibit A-3 Statement of Work maximum aggregate amount: \$100,000.00

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$1,100,000**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-3, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.



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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Construction Contracts)**

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 caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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:

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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 **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. 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. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
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

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insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **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 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.

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**EXHIBIT D**

**FEDERAL CLAUSES**

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

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

4. FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION

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

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

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

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;

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- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS

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The following access to records requirements apply to this Agreement:

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

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

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

**11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

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

**12. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**14. 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](http://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.)

**15. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



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- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part

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182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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**EXHIBIT E**

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

The undersigned Chief Executive Officer of CONTRACTOR certifies, on behalf of himself and CONTRACTOR, to the best of his knowledge, that:

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

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

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

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

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

DocuSigned by:  
  
715A88FCED024DD...  
Roger L. Fortier, Chief Executive Officer and Chief Financial Officer

5/23/2024 | 12:00 PM PDT

Date

**Section 10**  
**Master Service Agreement : Simpler Systems, Inc.**

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Simpler Systems, Inc.

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Simpler Systems, Inc. ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 320 E Victoria Street, Unit A, Santa Barbara, CA 93101.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Christian Garcia, whose phone number is 805-568-2696, and whose email address is [cgarcia@countyofsb.org](mailto:cgarcia@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Keri Collins, whose phone number is 805-612-6673, and whose email address is [keri@simplersystems.com](mailto:keri@simplersystems.com) the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Christian Garcia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Keri Collins  
Simpler Systems, Inc.  
320 E Victoria Street, Unit A  
Santa Barbara, CA, 93101

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached

Master Services Agreement for Services of Independent Contractor  
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hereto as Exhibits A-1, A-2, A-3, and A-4, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services 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, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,

Master Services Agreement for Services of Independent Contractor  
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regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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 and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.



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**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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** 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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, 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**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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.

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**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 32 of this Agreement (“Numbered Sections”) and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C, which Exhibits C shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the Numbered Sections and Exhibits B and C hereto, on the one hand, and CONTRACTOR’s Terms, on the other, the County’s terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR’s Terms, if any.

Master Services Agreement for Services of Independent Contractor  
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**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:  
*Lauren Wideman*  
By: \_\_\_\_\_  
8F464D822C64456...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:  
*C. Schaffer*  
By: \_\_\_\_\_  
A99ED5B071D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
05F555F00269466...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/18/2024**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_  
Chief Procurement Officer

CONTRACTOR:

Simpler Systems, Inc.

DocuSigned by:  
*Rick Schaffer*  
By: \_\_\_\_\_  
7EB3563B917E4C6...  
Authorized Representative

Name: Rick Schaffer

Title: President

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Simpler Systems, Inc.

**EXHIBIT A-1**

**GENERAL STATEMENT**

**OF WORK**

**OVERVIEW**

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The County utilizes Simpler Systems for the purpose of managing and maintaining Simpler datapps and applications within various County departments. This engagement encompasses the modification, enhancement, or creation of datapps, necessitated by legislative amendments, organizational modifications, the introduction of novel processes, alterations in software infrastructure, or any other events that influence data management and workflow within the County.

The professional services outlined within this contractual statement of work shall be made available to address the dynamic requirements of the County's departments, serving as a proactive response to changes in operational needs.

**PROFESSIONAL SERVICES**

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At the direction of the County Project Manager, or a designee, Simpler Systems will:

- Meet as requested with County staff to review data and identify additional data needs.
- Respond to requests for information and assistance related to the Simpler products in use in the County.
- Analyze data and processes to determine cause(s) of unexpected results and make changes to the datapps based on the results, as directed by project lead(s).
- Modify existing or create new datapps.
- Validate and test datapps.
- Update datapps, configuration, or the synchronization process as needed to support application and environmental changes.
- Train technical staff in synchronization, development, and maintenance processes.
- Train end users on functionality of the datapps.
- Create documentation, as requested by the Project Manager or a designee.

**PRICING**

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For the Professional Services described in this Statement of Work, the County will be charged \$200 per hour.

Professional Services will be invoiced monthly for licensing and actual hours worked during the Term of the Agreement. Invoices will be due within 30 days of their receipt by the County.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Simpler Systems, Inc.

**EXHIBIT A-2**

**STATEMENT OF WORK**

**Human Resources, Auditor-Controller, Clerk-Recorder**

**Simpler Licensing**

LICENSING

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For the duration of this Agreement, Simpler hereby grants to County a non-exclusive, nontransferable license ("License") to use the Simpler Platform to provide data services to users of the County's:

- ePersonality data - Human Resources
- FIN Financial data -Auditor-Controller
- Property Taxdata -Auditor-Controller
- Tyler Recorder data - Clerk-Recorder

The following sections apply to the framework of the applications and not to the templates developed by or for the County.

*Source Code*

Simpler will provide County the source code to the Simpler Platform. County agrees that the source code provided by Simpler is confidential and agrees to take all reasonable precautions to protect the source code, and preserve its confidential, proprietary and trade secret status. In lieu of continuous access, periodic copies of the source code will be transferred electronically to County by Simpler whenever requested, but not more frequently than semi-annually. Source code is provided to mitigate risk should Simpler Systems no longer be available to support the application. The client will not modify the source code.

*Limitations*

Apart from the License Rights set forth in this Agreement, the License does not include a grant to County to engage in any other licensable activity, nor any ownership right, title or interest, nor any security interest or other interest, in any intellectual property rights relating the Simpler Platform nor in any copy of Simpler software. Simpler shall retain all rights, title, and interest, including all copyrights, in and to the Simpler Platform. All rights in and to the Simpler Platform and the Simpler software not specifically transferred by this Agreement are reserved to Simpler.

Master Services Agreement for Services of Independent Contractor  
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*License Term*

This License is effective July 1, 2024, and the License granted remains in force until this Agreement is terminated in accordance with the provisions of this Agreement.

MAINTENANCE

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County acknowledges that Simpler Platform upgrades, enhancements and bug fixes may be required periodically and that the need for such enhancements or fixes is not indicative of defects in the software or services provided. Any version upgrades, or enhancements or bug fixes incorporated into Simpler Reporting will be provided at no additional charge to the County. Simpler reserves the right to modify or replace the hosted Simpler Platform at any time with a newer version of Simpler Platform to incorporate any or all upgrades, enhancements, and bug fixes; provided, however, that newer version of Simpler Platform does not result in any loss or decrease in functionality available to the County. Simpler is not obligated to provide or incorporate upgrades, enhancements, or bug fixes unless failure to do so infringe upon the execution of any of Simpler's other obligations under this Agreement.

**INCIDENT PROCESS**

The incident process is initiated by contacting Simpler Systems and reporting an issue. There are two (2) methods available to contact User Support.

- a. Email - Requests for support can be sent via email to Simpler resources assigned to the County, or utilize the company email address for user support, [support@simplersystems.com](mailto:support@simplersystems.com).
- b. Telephone- Users may call Simpler resources assigned to the County directly, or if representatives are unavailable and immediate response is required, call the main line 805.882.1848 during support hours.

HOSTING

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**Simpler Hosted**

The following Simpler application is currently hosted by Simpler:

- Tyler Recorder data - Clerk-Recorder

Simpler will be solely responsible for maintaining all software products running on servers utilized by the Simpler application and databases. This includes, but is not limited to, operating system software, upgrade patches, anti-virus and security software, and connectivity software to other servers. Simpler is responsible for regular monitoring for version upgrades and patches and will test and install upgraded software to Simpler application and database servers in a timely manner.

**County Hosted**

The following Simpler applications are currently hosted onsite by the County:

- ePersonality data - Human Resources

**Master Services Agreement for Services of Independent Contractor  
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- FIN Financial data -Auditor-Controller
- Property Tax data -Auditor-Controller

For the term of this Agreement, the County will provide continuous access to the servers hosting the Simpler applications and databases via County standards for remote access.

The County will be solely responsible for maintaining all software products running on servers utilized by the Simpler application and databases. This includes, but is not limited to, operating system software, upgrade patches, anti-virus and security software, and connectivity software to other servers. The County is responsible for regular monitoring for version upgrades and patches and will test and install upgraded software to Simpler application and database servers in a timely manner.

**INTELLECTUAL PROPERTY**

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This is an agreement to provide Licensing for a limited time only, and in no way establishes an obligation upon Simpler Systems to sell the Simpler Platform or any modifications to the application to the County or to make the Simpler Platform available to the County beyond the term of the Agreement.

The Simpler application is the property of Simpler Systems, and Simpler retains all intellectual property rights to the Simpler Platform, or any modifications thereof, or enhancements created as part of customization services performed on behalf of the County.

**PRODUCT WARRANTY**

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Without limiting the generalities of any exclusion set forth in this Agreement, County will be exclusively responsible as between the parties for and Simpler expressly makes no warranty or representation with respect to:

- Determining that use of the Simpler Platform and datapps as described herein and in the Simpler documentation will achieve the results (such as organizational efficiencies) desired by County;
- Ensuring the accuracy of any data input by County;
- Establishing adequate backup provisions for backing up County's data.

**PRICING**

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For the license and maintenance of Human Resources, Clerk/ Recorder/ Assessor and Auditor datapps:

Licensing & Maintenance	Annual
ePersonality Datapps	\$31,000.
Clerk/Recorder/Assessor Datapps	\$7,920
Auditor Datapps	\$63,000



Master Services Agreement for Services of Independent Contractor  
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County Human Resources, Auditor-Controller, and Clerk-Recorder personnel authorized to enact services:

Luis Hernandez, Fiscal and Budget Manager  
County of Santa Barbara - Human Resources  
1226 Anacapa St., Santa Barbara, CA, 93101  
Phone: 805-568-2811  
Email: [luhernandez@countyofsb.org](mailto:luhernandez@countyofsb.org)

Courtney Kraemer, Business Manager  
County of Santa Barbara – Auditor-Controller  
1226 Anacapa St., Santa Barbara, CA, 93101  
Phone: 805-568-2148  
Email: [ckraemer@countyofsb.org](mailto:ckraemer@countyofsb.org)

Melinda Green, Business Manager  
County of Santa Barbara – Clerk-Recorder  
1100 Anacapa St., Santa Barbara, CA 93101  
Phone: 805-568-2574  
Email: [mgreene@countyofsb.org](mailto:mgreene@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$102,000.00.

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**EXHIBIT A-3**

**STATEMENT OF WORK**

**Auditor-Controller**

**Simpler Academy**

**BACKGROUND**

The Santa Barbara County Auditor-Controller Department has previously engaged Simpler Systems to assist in modernizing its information technology staff and applications to prepare for the implementation of a new County wide financial and human resources system. During the 2022-23 fiscal year, Simpler Systems worked in-depth with the department's FACS, Payroll, Financial Reporting, and ARTA divisions, and its managers and IT professionals, to prioritize readiness for organization-wide change. Simpler Systems also participated in discussions with the County's Workday Project team to maintain alignment with the overall County direction towards an enterprise wide system. Accordingly, Simpler Systems proposes to continue its engagement with the Auditor-Controller in the following areas.

**SCOPE**

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**IT VISIONING**

Conduct quarterly department-wide visioning meetings with managers and staff to maintain a focus on long-term modernization of information technology staff and applications.

**TRANSFORMATIONAL GUIDANCE**

Continue ongoing transformational guidance meetings with individuals who are responsible for the implementation of Workday and related applications. Identify potential risks and concerns around people and processes and discuss with Auditor-Controller executive staff.

**LEADERSHIP COACHING**

Work with individuals in Auditor-Controller IT management roles to develop effective leadership and governance skills. Assist with communication and conflict resolution between operational, technology, and management staff.

**SYSTEMS INFRASTRUCTURE**

Continue to develop and deploy frameworks and tools that Auditor-Controller IT professionals can use to build innovative solutions for the automation of important business functions. Address critical common aspects of application development such as security, auditability, integration, infrastructure, and support in ways that are

Master Services Agreement for Services of Independent Contractor  
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compatible with the long-term direction of County enterprise systems. Promote the office-wide adoption and utilization of the "Actions Framework".

**ARTA DIVISION**

Continue to develop and deploy information technology solutions to address important business processes in the ARTA division, such as State revenue apportionments, fixed charges, APS / Aumentum integration, property tax refunds and taxpayer customer service. Work closely with ARTA staff to replace legacy applications and processes with more efficient solutions.

**FACS, PAYROLL, FINANCIAL REPORTING AND SYSTEMS DIVISIONS**

Monitor the ongoing efforts of divisional managers and IT professionals to implement the Workday system and where necessary provide guidance and recommendations.

**WORKDAY PROJECT**

Provide strategic guidance, system architecture, and management of software development services in support of County system data conversion (FIN, ePersonality, and Payroll) and existing County system integrations to the new Workday enterprise system. Coordinate with Auditor-Controller staff and the Workday Project team to support a smooth transition from legacy systems to Workday.

**DELIVERABLES**

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**IN-PERSON**

1. Meet weekly with Auditor-Controller executives to review issues and opportunities related to all systems staff and projects.
2. Meet at least once per month with willing Auditor-Controller management and IT staff to understand current needs and challenges.
3. Meet bi-weekly with ARTA project staff to implement systems and improve business processes.
4. Meet quarterly with Auditor-Controller management and IT staff as a group to review long-term strategy.
5. Meet on an on-going basis with Auditor-Controller IT staff to provide overall guidance and support in developing new automation solutions.
6. Meet on an on-going basis with Workday Project management and staff to provide overall guidance and support for data conversion and integration needs.

**SOFTWARE**

1. Maintain and enhance the previously delivered "Actions Framework" software, consisting of a web-based application and Windows services to manage and record the execution of automated Auditor- Controller procedures.
2. Maintain and enhance the previously delivered "State Apportionments" software, a web-based application and related automation scripts that supports the receipt and distribution of state revenues.
3. Maintain and enhance the previously delivered "Fixed Charges" software, a web-based application and related automation scripts to support the submission, validation, and import of secured parcel fixed charges.
4. Continue to design, develop, and implement a web-based data store and automation scripts to improve the integration of the Assessor Parcel System and Aumentum.

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5. Design, develop, and implement web-based portals to improve responsiveness to taxpayers with issues related to secured tax payments and refunds.

**PRICING**

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Simpler Academy shall be conducted over 12 months for the time period July 1, 2024 to June 30, 2025 at a cost of \$15,000 per month. Payments by COUNTY for the services and deliverables under this Exhibit A-3, including, but not limited to, Simpler Academy, shall not exceed an aggregate amount of **\$200,000**.

County Human Resources, Auditor-Controller, and Clerk-Recorder personnel authorized to enact services:

Courtney Kraemer, Business Manager  
County of Santa Barbara – Auditor-Controller  
1226 Anacapa St., Santa Barbara, CA, 93101  
Phone: 805-568-2148  
Email: [ckraemer@countyofsb.org](mailto:ckraemer@countyofsb.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$200,000.00.

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EXHIBIT A-4

STATEMENT OF WORK

Auditor-Controller

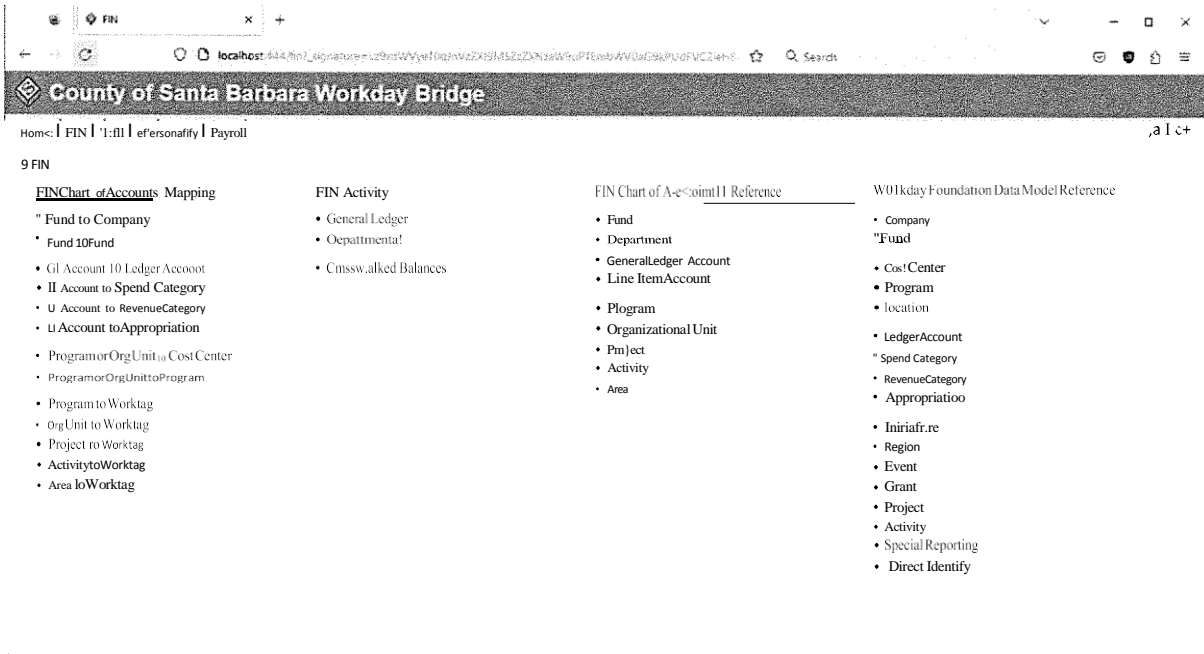
Simpler Workday Bridge

OVERVIEW

Create a comprehensive and integrated set of web applications and Python scripts that will allow the County of Santa Barbara Workday Project Team to manage and control the data necessary to accurately post financial activity from the County's legacy FIN system to Workday.

DATA ANALYSIS SITE

Develop a Simpler Systems hosted web site to provide 45+/- Simpler Datapps that will allow the Workday Project Team to analyze all relevant conversion data (see screenshot below).



Datapps will be organized into the following categories:

- I. FINChart of Accounts Mapping- One Datapp for each mapping relationship between a set of FINChart of Accounts and a Workday Foundation Data Model field or Worktag, and a Datapp for the constructed Crosswalk.

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- II. FINActivity- Datapps for review of aggregated FINactivity, a Datapp for the constructed journal entries that will post aggregated FIN activity to Workday.
- III. FIN Chart of Accounts Reference - One Datapp for each FIN Chart of Accounts field.
- IV. Workday Foundation Data Model Reference - One Datapp for each Workday Foundation Data Model field or Worktag.

Additional Datapps will be developed as necessary for administration and configuration.

Authentication and authorization to access the site and Datapps will be controlled by the County's Active Directory.

#### DATA IMPORT

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Develop a Python script to parse, format, and upload to the Bridge site the following FIN to Workday Mapping Excel workbooks:

- Companies.xlsx
- Funds.xlsx
- Departments.xlsx
- GLAccounts.xlsx
- LineItemAccounts.xlsx
- Programs.xlsx
- OrganizationUnits.xlsx
- Projects.xlsx
- Activities.xls
- Areas.xlsx

Develop Python scripts that parse, format, and upload to the Bridge site all Workday Foundation Data Model extracts, or alternatively, develop a Python script to use the Workday API to query the Workday Foundation Model directly.

Configure the Auditor-Controller's Actions system to allow the Workday Project Team to execute these scripts on demand.

Install and configure the Simpler Sync service on an Auditor-Controller server to perform a daily synchronization of the following FIN datasets:

- Funds
- General Ledger Accounts
- Line-Item Accounts
- Departments
- Programs
- Organizational Units
- Projects
- Activities
- Areas
- Aggregated Financial Transactions

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DATA VALIDATION

Develop a Python script that identifies any inconsistencies or incompleteness in the Workday Foundation Data Model tables and FIN to Workday Mapping tables, and then creates and uploads a dataset for analysis to the Bridge website.

Configure the Auditor-Controller's Actions system to schedule the validation script to run after every FIN data sync as well as allow the Workday Project Team to execute the validation script on demand.

CROSSWALK

Develop a Python script that queries all relevant Workday and FIN data, compiles a Crosswalk Excel workbook, and then uploads the Crosswalk dataset for analysis to the Bridge web site. The Crosswalk will associate each unique FIN account combination posted during the active Workday tenant's conversion window to a set of Workday accounts and Worktags.

Additionally, develop a Python script that applies the compiled Crosswalk to aggregated FIN financial transactions to create Workday EIB journal entries for posting summary FIN activity.

Configure the Auditor-Controller's Actions system to schedule the Crosswalk scripts to run after every FIN data sync as well as allow the Workday Project Team to execute the Crosswalk scripts on demand.

FULL ACCRUAL ACCOUNTING ENTRIES

Support the Workday Project Team in using the Bridge Datapps to construct full accrual accounting entries from the Annual Comprehensive Financial Report database.

PROJECT PHASES

The Project will consist of four (4) phases as follows:

PHASE I

Phase I will consist of:

- Creating the Data Analysis Site
- Data Import
- Data Validation
- Crosswalks
- Construction of Full Accrual Accounting Entries

PHASES II THROUGH IV

Phases II through IV will consist of:

- Continuation of Data Validation
- Updating and Creating new Crosswalks, as needed
- Data Analysis as requested by Client
- Modify and enhance Full Accrual Accounting Entries
- Additional development, as requested by Client
- Training, as needed
- Project Documentation and User Guide

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PRICING

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Implementation

Professional Services - The Professional Services pricing is based on time and materials and will be invoiced monthly for actual hours worked at \$200 per hour. The hours for each phase are flexible and can be adjusted at the request of the County.

Description	Est Hours	Amount
Phase I	250	\$50,000
Phase II	250	\$50,000
Phase III	250	\$50,000
Phase IV	250	\$50,000
<b>TOTAL: .....</b>		<b>\$200,000</b>

Additional analysis and development can be requested at the Professional Services hourly rate of \$200 per hour.

Payment Terms

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Simpler Systems will invoice periodically, but no more frequently than monthly, starting one month after the Effective Date

County Auditor-Controller personnel authorized to enact services:

Courtney Kraemer, Business Manager  
County of Santa Barbara – Auditor-Controller  
1226 Anacapa St., Santa Barbara, CA, 93101  
Phone: 805-568-2148  
Email: [ckraemer@countyofsb.org](mailto:ckraemer@countyofsb.org)

Exhibit A-4 Statement of Work maximum aggregate amount: \$200,000.00.



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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed \$750,000.00.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-4, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services 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 to seek any other legal remedy.

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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Information Technology Contracts)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion,

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social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

6. destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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.

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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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.