

**AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
(CONTRACT NO. BC22021)**

**THIS AMENDMENT NO. 1** hereby amends the Agreement for Services of Independent Contractor (hereafter Agreement) dated April 20, 2022, between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Ernst and Young LLP (hereafter CONTRACTOR).

**THE AGREEMENT IS AMENDED AS FOLLOWS:**

1. Exhibit B, Section A is hereby amended to read as follows: "For CONTRACTOR services to be rendered under the Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$1,750,000."
2. In Section 1, Nancy Anderson at phone number (805) 568-3407" is replaced with Paul Clementi at phone number (805) 568-3431. In Section 2, "Nancy Anderson" is replaced with Paul Clementi.
3. Section 33 B. is replaced with the following:

**"B. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323.)**

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy."

4. Section 33 C. is replaced with the following:

**"C. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216.)**

- i. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

ii. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. 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);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. 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;

iii. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

iv. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

v. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

vi. For additional information, see section 889 of [Public Law 115-232](#) and 2 C.F.R. § 200.471.”

5. Section 33.D. is replaced with the following:

**“DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR § 200.322.)**

i. CONTRACTOR should, to the greatest extent practicable and 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). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

ii. For purposes of this section:

a. "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.

b. "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."

6. Section 40 is replaced with the following:

**" MANDATORY DISCLOSURE (2 CFR § 200.113.)**

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, 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 §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)"

**EXECUTION OF COUNTERPARTS**

This Amendment 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.

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Except as specifically amended by this Amendment No. 1, the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Ernst and Young LLP shall remain in full force and effect.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem, County  
Counsel

**CONTRACTOR:**

Ernst and Young LLP

DocuSigned by:  
*Anne Rierson*  
By: \_\_\_\_\_  
A07566BC50FF400...  
Deputy County Counsel

DocuSigned by:  
*Reena Panchal*  
By: \_\_\_\_\_  
D2050BF0FD73461...  
Authorized Representative

Name: Reena Panchal

Title: Partner

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
*Betsy M. Schaffer*  
By: \_\_\_\_\_  
0BAAEA15901943F...  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, Risk Management

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
05F533F00209406...  
Risk Manager