

**FIRST AMENDMENT
TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT (“AGREEMENT”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and South Coast Funding Group, LLC, a Delaware limited liability company doing business as QwikResponse Restoration & Construction whose principal address is 165 Aero Camino, Goleta, CA 93117 (“CONTRACTOR” and together with COUNTY, collectively, the “Parties” and each individually a “Party”).

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.; and

WHEREAS, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designate expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

WHEREAS, on August 31, 2021, the County Board of Supervisors approved the Encampment Resolution Strategy and Protocol including County American Rescue Plan Act (“ARPA”) funds to provide sanitation services.; and

WHEREAS, on April 23, 2024, the County Board of Supervisors approved \$500,000 in ARPA funds to provide sanitation services as part of the Encampment Resolution Strategy; and

WHEREAS, COUNTY and CONTRACTOR are parties to that certain Agreement executed as of July 16, 2024 (“AGREEMENT”), memorializing the terms and conditions pursuant to which COUNTY provided \$500,000 in ARPA funds to CONTRACTOR QwikResponse Restoration & Construction for a period of approximately two years beginning July 16, 2024, and ending June 30, 2026; and

WHEREAS, the parties hereto desire to amend the AGREEMENT to provide an additional **\$250,000** ARPA funds to provide additional sanitation services in connection with homeless encampment resolution throughout the County and update certain federally required clauses; and

NOW THEREFORE, the parties hereto mutually agree to amend the AGREEMENT as follows:

1. Section 5 of the AGREEMENT is hereby amended by replacing the first sentence of Section V to read in its entirety as follows:

“It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$750,000.**”

2. EXHIBIT C (Payment Arrangements), Section A is hereby to read in its entirety as follows:

“For Services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$750,000.**”

3. Exhibit E, Section 15 is replaced with the following:

“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. Exhibit E., Section 16 is replaced with the following:

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

A. 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.

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.

ii. “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.

5. Exhibit E., Section 17 is replaced with the following:

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

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

- i. Procure or obtain covered telecommunications equipment or services;
- ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

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

- 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. 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.

D. 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.

E. 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.

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

6. Exhibit E, Section 18 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. 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.)"

7. Except as set forth above, this Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties hereto and thereto are bound by its provisions, as amended herein.

8. 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 hereto shall preserve undestroyed, shall together constitute one and the same instrument."

□

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the date signed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

By: _____
Deputy Clerk of the Board

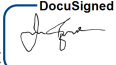
By: _____
Steve Lavagnino
Chair, Board of Supervisors

Date: _____

**APPROVED AS TO ACCOUNTING
FORM:**

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

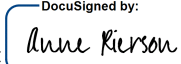
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Deputy

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By: _____
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Jesús Armas, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

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By: _____
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Deputy County Counsel

APPROVED AS TO FORM:

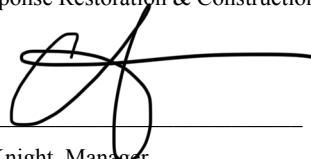
RISK MANAGEMENT

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By: _____
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Greg Milligan

“CONTRACTOR”

South Coast Funding Group, LLC, a Delaware limited liability company doing business as
QwikResponse Restoration & Construction


By: _____
Cheyne Knight, Manager