

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“First Amendment”) is made by and between

COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“County”),

and

Triumph Protection Group Inc., a California corporation, (“Contractor” and together with County, collectively, the “Parties” and each a “Party”),

with reference to the following:

WHEREAS, the Parties are parties to that certain Master Services Agreement dated August 22, 2023 (“Agreement”), pursuant to which Contractor has agreed to provide certain services to County as set forth therein; and

WHEREAS, the Parties desire to amend the Agreement to provide that Contractor agrees to name Superior Court for the County of Santa Barbara as 1) an additional named insured, and 2) an additional named party to be indemnified by Contractor.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained herein, the Parties agree to amend the Agreement as follows:

1. EXHIBIT C – IDEMNIFICATION: The Agreement is hereby amended by replacing the first paragraph of Exhibit C to read in its entirety as follows:

“CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless each of COUNTY and the Superior Court for the County of Santa Barbara, and their respective officers, officials, employees, agents and volunteers (collectively, the “County Indemnified Parties”), 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 any of the County Indemnified Parties on account of any claim, except where such indemnification is prohibited by law.

CONTRACTOR’S indemnification obligation applies to the County Indemnified Parties’ active as well as passive negligence, but does not apply to the COUNTY Indemnified Parties’ sole negligence or willful misconduct.”

2. EXHIBIT C – ADDITIONAL INSURED: The Agreement is hereby amended by replacing Section B.1 of Exhibit C to read in its entirety as follows:

“**1. Additional Insured** – The County Indemnified Parties 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).”

3. EXECUTION IN COUNTERPARTS: This First Amendment may be executed in any number of counterparts and each such counterpart 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.

4. CERTIFICATION OF SIGNATORIES: Each of the signatories to this First Amendment represent and warrant that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party’s duties or obligations hereunder. The Parties each represent and warrant that:

(a) This First Amendment has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this First Amendment.

(c) The consummation of the transactions hereby contemplated and the performance of this First Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor. Contractor agrees that it shall provide to County, upon County’s request, evidence that the execution and delivery of this First Amendment has been duly authorized by Contractor.

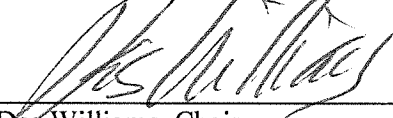
5. Except as set forth in Sections 1 and 2, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the Parties continue to be bound by the provisions of the Agreement, as amended herein.

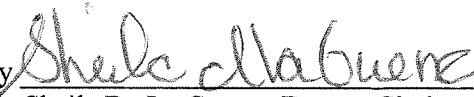
[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Das Williams, Chair
Board of Supervisors


By: 
Sheila De La Guerra, Deputy Clerk

Dated: 11-28-23

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: Lauren Wideman
Lauren Wideman (Nov 15, 2023 16:54 PST)
Lauren Wideman
Deputy County Counsel

By: 
C. Edwin Price, Jr
Deputy Auditor-Controller

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGEMENT

APPROVED AS TO CONTENT:
GENERAL SERVICES
PROCUREMENT SERVICES

By: Greg Milligan
Greg Milligan (Nov 15, 2023 22:26 PST)
Gregory Milligan
Risk Manager

By: Phung Loman
Phung Loman (Nov 20, 2023 14:12 PST)
Phung Loman
Chief Procurement Officer

(Contractor signature continues on next page)

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“CONTRACTOR”

Triumph Protection Group, Inc.,
a California corporation

DocuSigned by:
Frank Wolverton
By: _____
Name: Frank Wolverton
Title: Chief Financial Officer

Date: 11/14/2023 | 8:28 PM PST, 2023