

## Attachment 2: Master Service Agreements

1. Coastal Copy, Inc.
2. Herencia Indigena, LLC
3. Marborg Industries
4. Pacific Petroleum
5. Tetra Tech, Inc.
6. TruePoint Solutions

# 1. Coastal Copy Inc

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Coastal Copy, Inc.

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Coastal Copy, Inc ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 849 Ward Dr, Santa Barbara, CA, 93111.

**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 805-568-2691, 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). Thomas J Rizk, whose phone number is 805-722-1818, and whose email address is [tomr@coastalcopy.com](mailto:tomr@coastalcopy.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: Thomas J Rizk  
Coastal Copy, Inc.  
849 Ward Dr  
Santa Barbara, CA, 93111

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. PURCHASE ORDERS AND CHANGE ORDERS**

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

- A. Purchase Order CONTRACTOR shall not perform or authorize the performance of any Services under this Agreement unless pursuant to a written Purchase Order in the form of the Form of Purchase Order attached hereto as Exhibit A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, and A-22 ("Form of Purchase Order") in each instance, and only after such Purchase Order has been signed by the COUNTY's Chief Procurement Officer. Each Purchase Order must specify the Services to be performed thereunder, the location where such Services are to be performed, all deliverables, the location where each deliverable is to be delivered, time of performance (including milestones, if any), which must end during the Term and which shall not commence prior to the first date when such Purchase Order is signed by the COUNTY's Chief Procurement Officer, and the maximum aggregate amount payable to CONTRACTOR under such Purchase Order ("Maximum Purchase Order Amount"). A Purchase Order specifying Services to be performed thereunder must be signed by the COUNTY's Chief Procurement Officer in each instance *prior* to commencement of such Services by or on behalf of CONTRACTOR. The CONTRACTOR shall only commence or authorize Services hereunder to the extent authorized in advance in a duly executed Purchase Order signed by the COUNTY's Chief Procurement Officer.

The CONTRACTOR shall begin the Service specified in a Purchase Order upon the on the date specified in the Purchase Order, provided that such date is *after* the "Order Date" set forth on such Purchase Order signed by the COUNTY's Chief Procurement Officer, and after delivery of such Purchase Order to CONTRACTOR. CONTRACTOR shall diligently perform the Services specified therein, in accordance with the timeline specified therein, to the satisfaction of the COUNTY. No Purchase Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

No change(s) to a Purchase Order will be effective unless and until set forth in writing in a Change Order duly executed by the COUNTY's Chief Procurement Officer *prior* to the commencement of any Services not reflected in such original Purchase Order.

- B. Change Order Changes to a Purchase Order may only be made pursuant to a written Change Order in the form of the Form of Change Order attached here as Exhibit A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, and A-22 ("Form of Change Order") that is duly executed by the COUNTY's Chief Procurement Officer. No Change Order may extend the Term, authorize Services to be performed hereunder after the Term, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

#### 4. 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 hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22 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.

#### 5. 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, 2027, unless earlier

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

terminated in accordance with the provisions of this Agreement.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

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.

**11. 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.

**12. 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 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.

**13. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

CONTRACTOR as the COUNTY desires.

**19. 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.

**20. 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, 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

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.

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. 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.

**26. 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.

**27. 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.

**28. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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 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.

Master Services Agreement for Services of Independent Contractor  
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APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

Signed by:  
By: Lauren Wideman  
8F464B822604458...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO  
Auditor-Controller

Signed by:  
By: James Munro  
02BA147EFC6A84DE...  
Deputy

APPROVED AS TO FORM:

Marisa Kahn  
Risk Management

Signed by:  
By: Marisa Kahn  
DF64F5C68F0C41A...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/09/2026**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman  
General Services – Procurement Services

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

CONTRACTOR:

Coastal Copy, Inc.

Signed by:  
By: Thomas J Rizk  
B43975586D1B4ED...  
Authorized Representative

Name: Thomas J Rizk

Title: President

Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT A-1**

GENERAL STATEMENT OF WORK



(805) 964-8835

**COASTAL COPY, INC.**

Fax: (805) 964-4030

**March 14, 2025**

County of Santa Barbara  
105 East Anapamu  
Santa Barbara, CA 93101

**Comprehensive Service Supply Agreement**

***Includes:***

All Service Calls  
All Parts  
All Labor  
All Travel  
All Supplies except Paper unless noted.  
All Staples  
All Toner  
All Drums  
Free Delivery of all Supplies  
Firmware updates  
Remote monitoring  
Automatic Toner Delivery

***Billing:***

Base Billed Monthly in Advance  
Usage Billed Monthly in Arrears

***Extended Life Costs:***

When equipment is kept in service beyond 5 years additional maintenance costs are incurred:  
After 60 months of service an Additional Maintenance Cost of \$10 per month is added to Base  
After 120 months of service an Additional Maintenance Cost of \$25 per month is added to Base

All Prices / Payments Subject to Local Tax

849 Ward Drive, Santa Barbara, CA 93111 • Toll Free: (800) 995-8835  
[www.coastalcopy.com](http://www.coastalcopy.com)

Master Services Agreement for Services of Independent Contractor  
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**Exhibit A-2**  
**Statement of Work**  
**Behavior Wellness Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Behavior Wellness personnel authorized to order services:

Kimberly Mathews, Financial Office Professional, [kcarpenter@sbcbswell.org](mailto:kcarpenter@sbcbswell.org)

Rebecca Spears, Financial Office Professional, [rspears@sbcbswell.org](mailto:rspears@sbcbswell.org)

Josue Sanchez, Fiscal Manager, [jsanchez@sbcbswell.org](mailto:jsanchez@sbcbswell.org)

Raphael Meza, Accounting Supervisor, [rameza@sbcbswell.org](mailto:rameza@sbcbswell.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$84,400.00

Master Services Agreement for Services of Independent Contractor  
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**Exhibit A-3**  
**Statement of Work**  
**Auditor-Controller Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Auditor-Controller personnel authorized to order services:

Courtney Kraemer, Business Manager, [ckraemer@countyofsb.org](mailto:ckraemer@countyofsb.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$5,500.00

Master Services Agreement for Services of Independent Contractor  
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**Exhibit A-4**  
**Statement of Work**  
**Clerk-Recorder-Assessor Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Clerk-Recorder-Assessor personnel authorized to order services:

Vanessa Graeff, Fiscal Manager, [vgraeff@countyofsb.org](mailto:vgraeff@countyofsb.org)

Anthony Luis, Assessment Division Manager, [ALuis@countyofsb.org](mailto:ALuis@countyofsb.org)

Christine Potter, Clerk Division Manager, [cpotter@countyofsb.org](mailto:cpotter@countyofsb.org)

Connie Tran, Recorder Division Manager, [cntran@countyofsb.org](mailto:cntran@countyofsb.org)

Christina Valenzuela, Elections Manager, [cvalenzuela@countyofsb.org](mailto:cvalenzuela@countyofsb.org)

David Cooper, Computer Systems Specialist, [DCooper@countyofsb.org](mailto:DCooper@countyofsb.org)

Yocelyn Murgia-Lopez, Administrative Office Professional Senior, [YMurgia@countyofsb.org](mailto:YMurgia@countyofsb.org)

Exhibit A-4 Statement of Work maximum aggregate amount: \$5,500.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-5**  
**Statement of Work**  
**Community Services Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Community Services personnel authorized to order services:

Andrew Myung, Chief Financial Officer, [myung@countyofsb.org](mailto:myung@countyofsb.org)

Lyn Semenza, Department Business Specialist, [semenza@countyofsb.org](mailto:semenza@countyofsb.org)

Exhibit A-5 Statement of Work maximum aggregate amount: \$6,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-6**  
**Statement of Work**  
**County Counsel Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Counsel personnel authorized to order services:

Manuela Guerrero, Legal Office Professional, [nguerrero@countyofsb.org](mailto:nguerrero@countyofsb.org)

Adriana de Bruin, Business Manager, [adebruin@countyofsb.org](mailto:adebruin@countyofsb.org)

Exhibit A-6 Statement of Work maximum aggregate amount: \$15,900.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-7**  
**Statement of Work**  
**District Attorney Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County District Attorney personnel authorized to order services:

John De Abla, Business Department Specialist, [jodealba@countyofsb.org](mailto:jodealba@countyofsb.org)

Exhibit A-7 Statement of Work maximum aggregate amount: \$20,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-8**  
**Statement of Work**  
**Fire Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Fire personnel authorized to order services:

Diane Sauer, Finance Manager, [dsauer@countyofsb.org](mailto:dsauer@countyofsb.org)

Exhibit A-8 Statement of Work maximum aggregate amount: \$14,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-9**  
**Statement of Work**  
**First 5 Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County First 5 personnel authorized to order services:

Liliana Martinez, Operations Specialist, [lmartinez@countyofsb.org](mailto:lmartinez@countyofsb.org)

Michelle Robertson, Assistant Director, [mrobertson@countyofsb.org](mailto:mrobertson@countyofsb.org)

Wendy Sims-Motem, Director, [wmoten@countyofsb.org](mailto:wmoten@countyofsb.org)

Exhibit A-9 Statement of Work maximum aggregate amount: \$600.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-10**  
**Statement of Work**  
**General Services Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County General Services personnel authorized to order services:

Traci Lothery, Business Specialist, [tlothery@countyofsb.org](mailto:tlothery@countyofsb.org)

Rudy Munguia, Facilities Project Leader, [rmunguia@countyofsb.org](mailto:rmunguia@countyofsb.org)

Ivan Rojas, Administrative Office Professional, [irojas@countyofsb.org](mailto:irojas@countyofsb.org)

Jacques Walker, North County Facilities Supervisor, [jwalker@countyofsb.org](mailto:jwalker@countyofsb.org)

Ryan Dodson, Building Maintenance Supervisor, [rydodson@countyofsb.org](mailto:rydodson@countyofsb.org)

Steve Cumming, Facility Supervisor, [scumming@countyofsb.org](mailto:scumming@countyofsb.org)

Will Collier, Facilities Manager, [WCollier@countyofsb.org](mailto:WCollier@countyofsb.org)

Zack Barker, Building Maintenance Supervisor, [zbarker@countyofsb.org](mailto:zbarker@countyofsb.org)

Exhibit A-10 Statement of Work maximum aggregate amount: \$3,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-11**  
**Statement of Work**  
**General Services Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County General Services personnel authorized to order services:

Brant Markley, Business Manager, [BMarkley@countyofsb.org](mailto:BMarkley@countyofsb.org)

Melissa Wiseman, Accountant, [mwiseman@countyofsb.org](mailto:mwiseman@countyofsb.org)

Rafael Reyez, Buyer II, [rreyez@countyofsb.org](mailto:rreyez@countyofsb.org)

Abraham Cabrera, Accountant, [acabrera@countyofsb.org](mailto:acabrera@countyofsb.org)

Guadalupe Padilla- [GPadilla@countyofsb.org](mailto:GPadilla@countyofsb.org)

Jennifer Hernandez, Financial Office Professional, [jenhernandez@countyofsb.org](mailto:jenhernandez@countyofsb.org)

Lauren Moore, Financial Office Professional Sr., [lmoore@countyofsb.org](mailto:lmoore@countyofsb.org)

Rosario Reyes-Garcia, Cost Analysis, [roreyes@countyofsb.org](mailto:roreyes@countyofsb.org)

Exhibit A-11 Statement of Work maximum aggregate amount: \$5,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-12**  
**Statement of Work**  
**Human Resources Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Human Resources personnel authorized to order services:

Jaime Espinosa, Human Resources Coordinator, [JEspinosa@countyofsb.org](mailto:JEspinosa@countyofsb.org)

Luis Hernandez, Fiscal and Budget Coordinator, [luhernandez@countyofsb.org](mailto:luhernandez@countyofsb.org)

Exhibit A-12 Statement of Work maximum aggregate amount: \$4,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-13**  
**Statement of Work**  
**Information Technology Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Information Technology personnel authorized to order services:

Jason Womack, Department Business Specialist, [jwomack@countyofsb.org](mailto:jwomack@countyofsb.org)

Exhibit A-13 Statement of Work maximum aggregate amount: \$1,180.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-14**  
**Statement of Work**  
**Planning and Development Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Planning and Development personnel authorized to order services:

Celeste Turbeville, Accountant, [Turbevillec@countyofsb.org](mailto:Turbevillec@countyofsb.org)

Andrew Rasura, Deputy Director, [rasuraa@countyofsb.org](mailto:rasuraa@countyofsb.org)

Exhibit A-14 Statement of Work maximum aggregate amount: \$5,100.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-15**  
**Statement of Work**  
**Public Works Department – Admin and Surveyor**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Public Works personnel authorized to order services:

Gineli Kringel, Cost Analyst, [KringelG@countyofsb.org](mailto:KringelG@countyofsb.org)

Heather Fletcher, Chief Financial and Administrative Officer, [hfletcher@countyofsb.org](mailto:hfletcher@countyofsb.org)

Exhibit A-15 Statement of Work maximum aggregate amount: \$7,800.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-16**  
**Statement of Work**  
**Public Works Department – Clean Water and Laguna Sanitation**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Public Works personnel authorized to order services:

Angela Arredondo, Accountant Supervising, [amarredondo@countyofsb.org](mailto:amarredondo@countyofsb.org)

Kevin Thompson, Civil Engineer Specialist, [kethomp@countyofsb.org](mailto:kethomp@countyofsb.org)

Jerry Nichols, Wastewater Plant Operator Chief, [jenichl@countyofsb.org](mailto:jenichl@countyofsb.org)

Jesse Padfield, Wastewater Plant Operator Supervisor, [jpadfie@countyofsb.org](mailto:jpadfie@countyofsb.org)

Monica Ramirez, [MRamirez@countyofsb.org](mailto:MRamirez@countyofsb.org)

Rose Anaya, Financial Office Professional, [rmanaya@countyofsb.org](mailto:rmanaya@countyofsb.org)

Exhibit A-16 Statement of Work maximum aggregate amount: \$1,500.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-17**  
**Statement of Work**  
**Public Works Department – RRWMD and Operations**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Public Works personnel authorized to order services:

Gloria Alvarez, RRWM Fiscal Manager, [galvarez@countyofsb.org](mailto:galvarez@countyofsb.org)

Yanette Luna, Administrative Office Professional, [yluna@countyofsb.org](mailto:yluna@countyofsb.org)

Rolando Oseguera, Refuse Supervisor, [roseg@countyofsb.org](mailto:roseg@countyofsb.org)

Jose Ivan Garcia, Equipment Mechanic Supervisor, [jigarcia@countyofsb.org](mailto:jigarcia@countyofsb.org)

Edward Dimock, Operations and Maintenance Manager, [EDimock@countyofsb.org](mailto:EDimock@countyofsb.org)

John Garst, Administrative Office Professional, [jgarst@countyofsb.org](mailto:jgarst@countyofsb.org)

Exhibit A-17 Statement of Work maximum aggregate amount: \$4,800.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-18**  
**Statement of Work**  
**Public Works Department – Transportation**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Public Works personnel authorized to order services:

Ivan Lazaro, Financial Services Manager, [ivlazaro@countyofsb.org](mailto:ivlazaro@countyofsb.org)

Larry Lowman, IT Business Systems Manager, [llozman@countyofsb.org](mailto:llozman@countyofsb.org)

Lori Lynch, Accountant, [lorilyn@countyofsb.org](mailto:lorilyn@countyofsb.org)

Exhibit A-18 Statement of Work maximum aggregate amount: \$10,500.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-19**  
**Statement of Work**  
**Sheriff Department**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Sheriff personnel authorized to order services:

Hope Vasquez, Financial Services Manager, [hmv3606@sbsheriff.org](mailto:hmv3606@sbsheriff.org)

Jake Xue, Accountant, [snx6177@sbsheriff.org](mailto:snx6177@sbsheriff.org)

Jennifer Perez, Accountant, [jnp5761@sbsheriff.org](mailto:jnp5761@sbsheriff.org)

Jennifer Ramos Valle, Financial Office Professional, [jrv6162@sbsheriff.org](mailto:jrv6162@sbsheriff.org)

Margaret Santamaria, Financial Office Professional, [mes5400@sbsheriff.org](mailto:mes5400@sbsheriff.org)

Marisela Morales, Cost Analyst, [mjm5954@sbsheriff.org](mailto:mjm5954@sbsheriff.org)

Exhibit A-19 Statement of Work maximum aggregate amount: \$32,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-20**  
**Statement of Work**  
**Department of Social Services**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

Managed Print Services are also incorporated into this Exhibit A-20 and are pursuant to the General Statement of Work. These

### Implementation and Refresh Phasing

Coastal Copy will work collaboratively with the Department to establish a phased implementation schedule. The implementation plan will incorporate the planned refresh and replacement of aging equipment and will be coordinated to minimize disruption to Department operations.

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### Scope of Services

Coastal Copy, Inc. shall provide Managed Print Services to the Department of Social Services in a manner consistent with and within the scope of services authorized under this Master Service Agreement (MSA).

Services are further described in the accompanying Department-specific Statement of Work (SOW) and do not introduce new service categories or materially expand the general scope of the MSA.

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### Pricing

#### **Monthly Base Rate - Usage-Derived Fixed Fee**

\$9,384.00 per month

The monthly base rate is intended to remain fixed through June 30, 2027, subject to the review and authorization process described below.

The base rate includes all Managed Print Services customarily provided under the MSA and SOW, including: -

- Print fleet monitoring and management
- Preventive maintenance and repair
- Parts, labor, and toner/consumables (excluding paper)
- Equipment refresh or replacement, as reasonably required
- All printing usage, with no separate usage or overage charges

Master Services Agreement for Services of Independent Contractor  
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**Basis of Monthly Base Rate (Usage-Derived)**

The monthly base rate is a usage-derived fixed fee calculated by applying contracted cost-per-page rates to estimated monthly black & white and color print volumes.

For the initial contract period, the monthly base rate of **\$9,384.00** is derived from the following estimated usage assumptions: - **Black & White:** approximately **289,806 pages per month@ \$0.0167 per page**

- **Color:** approximately **65,758 pages per month@ \$0.069 per page**

These estimated volumes are used solely to establish the initial fixed monthly base rate and do not establish usage caps or minimums. All printing usage is included in the monthly base rate.

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**Cost Breakdown by Fiscal Period**

Fiscal Year 2026-27 (12 months)

- Monthly Cost: \$9,384.00

- **Total Cost:** \$112,608.00

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**Print Usage (Reference Volumes Only)**

The following volumes are provided for historical and evaluative purposes only and do not establish minimums, maximums, or usage caps: - **Black & White:** approximately 289,806 pages per month

- **Color:** approximately 65,758 pages per month

All printing usage is included in the monthly base rate.

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**Equipment Replacement Definition**

"Reasonable replacement" is defined based on a combination of factors including manufacturer-recommended service life, performance degradation, excessive maintenance frequency, and total lifetime copy or print volume. Replacement decisions will be reviewed and coordinated with the Department to ensure operational continuity.

---

**No-Cost Equipment Language**

Equipment provided as part of the existing and currently supported Department footprint will be supplied at no cost to the Department, and no equipment purchases are required for those devices.

Any net-new deployments, defined as equipment required for new buildings, new departments,

Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Coastal Copy, Inc. program expansions, or locations not previously supported under this agreement, will require purchase and will be quoted separately for Department approval.

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### Service Levels and Accountability

Coastal Copy will serve as the Department's primary point of contact and will be accountable for service availability and performance in accordance with defined service levels, including monitoring, incident management, communication, and escalation until resolution.

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### Review and Base Rate Adjustment Schedule

The monthly base rate is subject to review to ensure alignment with actual print usage.

- The base rate may be reviewed **annually thereafter**, typically in conjunction with the County's fiscal-year cycle.
- Any revised fixed monthly base rate shall be calculated by applying the **then-current contracted cost-per-page rates** to documented actual usage volumes.
- Changes in actual usage volumes may result in proportional changes to the fixed monthly base rate.

### Cost-Per-Page Rate Adjustments

- Black & white and color cost-per-page rates may be adjusted annually.
- Any such adjustment shall not exceed **five percent (5%) per year per rate**
- The five percent (5%) limitation applies **only to the cost-per-page rates** and does **not** limit changes to the fixed monthly base rate resulting from changes in usage volume

No adjustments shall be made for labor, service, parts, consumables, or equipment refresh. All adjustments shall be subject to mutual written agreement and compliance with MSA

*For clarity, changes in total monthly cost may exceed five percent (5%) as a result of changes in print volume.*

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### Governing Terms

All services provided pursuant to this quote shall be governed exclusively by the terms and conditions of MSA and the associated Department-specific SOW. In the event of any inconsistency, the MSA shall control.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

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**Non-Binding Clarification**

This quote is provided for informational and administrative purposes only and does not modify or create contractual terms beyond those already established in the MSA.

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County Social Services personnel authorized to order services:

Laura Mejia, Admin Services Manager, [lmejia@countyofsb.org](mailto:lmejia@countyofsb.org)

Sean Boal, IT Business Systems Manager, [sboal@countyofsb.org](mailto:sboal@countyofsb.org)

Exhibit A-20 Statement of Work maximum aggregate amount: \$112,608.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-21**  
**Statement of Work**  
**Department of Social Services**

**Scope of Services**

Coastal Copy, Inc. will provide access to the eGoldFax secure cloud fax service for the Department of Social Services. The service enables secure inbound and outbound fax transmission using a hosted platform. Services include: - Cloud-based fax transmission (inbound and outbound) - Secure delivery of inbound faxes via email and/or routing rules - Administrative interface for user and account management - Audit logging of fax activity - Number porting services for existing fax lines, as applicable - Ongoing service coordination and support through Coastal Copy

**Service Delivery Model**

The eGoldFax service is a hosted cloud solution. Coastal Copy serves as the Department's primary point of contact for service coordination, support, and issue escalation. The underlying platform is operated by the eGoldFax service provider and hosted within an Azure Government environment.

**Implementation**

Coastal Copy will coordinate implementation activities, including account setup, number porting (if applicable), user onboarding, and validation of service functionality. Implementation will be scheduled in coordination with the Department.

**Pricing**

Monthly Service (Initial Plan Level) / Included volume: 5,000 fax pages per month Monthly service fee: \$419.94  
The initial plan level is provided as a starting point. Once actual usage is established, the included monthly volume may be adjusted to align with usage and avoid overage charges.

**Overage**

Additional fax pages above the included monthly volume may be billed at \$0.06 per page. The service plan may be adjusted based on actual usage to align with demand and avoid overage charges.

**One-Time Charges – Number Porting**

Porting of up to sixty (60) fax lines: - \$2.00 per line (\$120 total) when all lines are under a single carrier account - \$20.00 per line if lines are distributed across multiple carrier accounts

**Billing**

eGoldFax services will be billed as a separate line item. Invoices are issued on the 1st of each month and are

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

due Net 30. Each invoice reflects service for that month.

**Rate Review**

The monthly service fee is fixed for the initial service period. After the first year, pricing may be reviewed based on actual usage. Any adjustment shall: - Be based solely on documented usage - Be subject to mutual agreement - Not exceed a maximum increase of five percent (5%) in any given year.

**Service Levels and Support**

Coastal Copy will serve as the Department’s primary point of contact for support, including intake, coordination, and escalation of service requests. Service availability is dependent on the hosted platform.

**Assumptions and Exclusions**

This Scope of Work assumes a cloud-based service model and does not include management or control of underlying infrastructure, custom development, or non-standard integrations unless otherwise agreed.

**Governing Terms**

All services provided pursuant to this Scope of Work shall be governed exclusively by the terms and conditions of Master Service Agreement (MSA). In the event of any inconsistency, the MSA shall control.

**Non-Binding Clarification**

This Scope of Work is provided for service description and pricing purposes only and does not independently create contractual obligations beyond those established in the MSA.

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County Social Services personnel authorized to order services:

Laura Mejia, Admin Services Manager, [ljmeija@countyofsb.org](mailto:ljmeija@countyofsb.org)

Sean Boal, IT Business Systems Manager, [sboal@countyofsb.org](mailto:sboal@countyofsb.org)

Exhibit A-21 Statement of Work maximum aggregate amount: \$6,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**Exhibit A-22**  
**Statement of Work**  
**Department of Treasurer-Tax Collector**

For service, parts, and labor for printing related services as described herein in Exhibit A-1, General Statement of Work.

County Treasurer-Tax Collector personnel authorized to order services:

LeAnne Hagerty, Treasury Finance Chief, [Lhagerty@countyofsb.org](mailto:Lhagerty@countyofsb.org)

Kimberly Tesoro, Assistant Treasurer Tax Collector, [Ktesoro@countyofsb.org](mailto:Ktesoro@countyofsb.org)

Juan Rueda De Leon, Information Technology Manager, [jdeleon@countyofsb.org](mailto:jdeleon@countyofsb.org)

Exhibit A-22 Statement of Work maximum aggregate amount: \$15,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, 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 **\$600,000.00**.
- 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-22, 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  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**EXHIBIT C**

**Indemnification and Insurance Requirements  
For Professional Services – Information and Communications Technology (ICT)**

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this agreement. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. CONTRACTOR's duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY's sole negligence. In the event an injunction or order should be obtained against use of the services by reason of the allegations, or if the services are likely to become the subject of such a claim of infringement, CONTRACTOR will, at its sole cost and expense, and as COUNTY's exclusive remedy: (a) procure for the COUNTY the right to continue using the services; (b) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent in all material respects to the original); or (c) if neither (a) nor (b) is practicable, refund any prepaid subscription fees, on a pro-rated basis, for services not rendered and terminate this Agreement.

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

As part of the consideration of this Agreement, CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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 and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. *(Not required if CONTRACTOR is not required to operate a vehicle in performance of Agreement).*
3. **Workers' Compensation:** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees).*
4. **Cyber Insurance,** with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 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 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.
5. **Technology Professional Liability Errors and Omissions Insurance** coverage in an amount not less than Two Million Dollars (\$2,000,000) per claim and cover all sums the CONTRACTOR shall be legally obligated to pay because of claims for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of CONTRACTOR's products or services. If the policy is written on a claims made basis, the retroactive date must be on or before the commencement of the Services and the coverage must remain in force for a period of at least three (3) years following the termination of the Services. *(Required if CONTRACTOR provides software, hardware, software or system development, consulting services, or Internet/Application Service Provider services).*
  - i. The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY in the care, custody, or control of the CONTRACTOR.

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, 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. 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 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).

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

2. **Primary Coverage** – For any claims related to this agreement, the CONTRACTOR’s insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
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.

**Self-Insured Retention** – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

**Claims Made Policies** – If any coverage required is written on a claims-made coverage form:

- 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.

**Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

**Acceptability of Insurers** – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

**Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents 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 COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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.

**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.

**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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

- 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, 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 AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) 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.
- (2) 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act
- (1) 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.
- (2) 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 Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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 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.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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*

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

*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.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. 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.
- B. 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 bio based, 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 14056, section 101, Policy.

7. 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;
  - 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;

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

- 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

- 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.

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

13. MANDATORY DISCLOSURE

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.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- 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 requirement 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.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 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. B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means and 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.  
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 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.
- 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Coastal Copy, Inc.

**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.

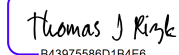
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

Signed by:



R43975586D1B4F6

Thomas J Rizk, President

5/27/2026 | 8:15 PM PDT

Date

## 2.) Herencia Indigena, LLC

## 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**

Austin Venezia, whose phone number is 805-568-2691, 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). 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: Austin Venezia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Irebid Gilbert  
Herencia Indigena LLC  
1107 South Broadway  
Santa Maria, CA, 93454

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. PURCHASE ORDERS AND CHANGE ORDERS**

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

- A. Purchase Order CONTRACTOR shall not perform or authorize the performance of any Services under this Agreement unless pursuant to a written Purchase Order in the form of the Form of Purchase Order attached hereto as Exhibits A-1, A-2, A-3, and A-4 ("Form of Purchase Order") in each instance, and only after such Purchase Order has been signed by the COUNTY's Chief Procurement Officer. Each Purchase Order must specify the Services to be performed thereunder, the location where such Services are to be performed, all deliverables, the location where each deliverable is to be delivered, time of performance (including milestones, if any), which must end during the Term and which shall not commence prior to the first date when such Purchase Order is signed by the COUNTY's Chief Procurement Officer, and the maximum aggregate amount payable to CONTRACTOR under such Purchase Order ("Maximum Purchase Order Amount"). A Purchase Order specifying Services to be performed thereunder must be signed by the COUNTY's Chief Procurement Officer in each instance *prior* to commencement of such Services by or on behalf of CONTRACTOR. The CONTRACTOR shall only commence or authorize Services hereunder to the extent authorized in advance in a duly executed Purchase Order signed by the COUNTY's Chief Procurement Officer.

The CONTRACTOR shall begin the Service specified in a Purchase Order upon the on the date specified in the Purchase Order, provided that such date is *after* the "Order Date" set forth on such Purchase Order signed by the COUNTY's Chief Procurement Officer, and after delivery of such Purchase Order to CONTRACTOR. CONTRACTOR shall diligently perform the Services specified therein, in accordance with the timeline specified therein, to the satisfaction of the COUNTY. No Purchase Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

No change(s) to a Purchase Order will be effective unless and until set forth in writing in a Change Order duly executed by the COUNTY's Chief Procurement Officer *prior* to the commencement of any Services not reflected in such original Purchase Order.

- B. Change Order Changes to a Purchase Order may only be made pursuant to a written Change Order in the form of the Form of Change Order attached here as Exhibits A-1, A-2, A-3, and A-4 ("Form of Change Order") that is duly executed by the COUNTY's Chief Procurement Officer. No Change Order may extend the Term, authorize Services to be performed hereunder after the Term, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

**4. 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 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.

**5. 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, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

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

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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,

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

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.

**11. 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.

**12. 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 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.

**13. 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.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by

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

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.

**20. 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, 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.

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

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. CALIFORNIA LAW AND JURISDICTION**

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

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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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 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.

**35. 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.

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

**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

Signed by:  
By: Lauren Wideman  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

Signed by:  
By: James Munro  
Deputy

APPROVED AS TO FORM:

Marisa Kahn

Risk Management

Signed by:  
By: Marisa Kahn  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/09/2026**

**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  
Authorized Representative

Name: Irebid Gilbert

Title: Executive Director

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

**EXHIBIT A-1**

**GENERAL STATEMENT OF WORK**

***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 residents 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 have 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 is 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 providers 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.

Spanish to English interpretation may be available upon request under special circumstances. However, this service is dependent on the specific interpreter's fluency; while some interpreters are fluent in Spanish, others provide interpretation only from Mixteco to English. Our main priority remains serving Mixteco patients.

***In-Person Rates:***

- On-site 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-

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

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 that 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 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

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

**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.
- The 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 the 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

**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.

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

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

**I. PURPOSE/TERM:**

The purpose of this contract is to provide Interpreting Services for Mixteco Clients for the Department of Social Services (DSS) and WDB.

**II. 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. DSS and WDB staff will attempt to schedule appointments at least 48 hours in advance to allow for assigned interpreter to speak with the DSS and WDB staff prior to the appointment

Department of Social Services personnel authorized to order Services under this Exhibit A-2:

Laura Mejia – Administrative Operations Manager, Email: [imejia@countyofsb.org](mailto:imejia@countyofsb.org)

Dario Predazzi – Human Services Manager, Email: [dpredaz@countyofsb.org](mailto:dpredaz@countyofsb.org)

Luis Servin – Workforce Development Board Executive Director, Email: [lservin@countyofsb.org](mailto:lservin@countyofsb.org)

Marianne Reagan – Human Services Manager, Email: [mreaga@countyofsb.org](mailto:mreaga@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$105,000.00

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

- Maximum Aggregate Amount for the department of Social Services - \$25,000.00
- Maximum Aggregate Amount for WDB - \$80,000.00

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

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

Purpose: To increase access to Mixteco interpreting services for the Santa Barbara County Public Health Department.

<b>1. Name of Agency:</b>	<b>Herencia Indigena LLC</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: Herencia Indigena interpreters will provide Mixteco interpreting between staff and their patients. Herencia Indigena’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 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 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 8am – 5 pm and additionally as arranged.
<b>6. Location(s) where services will be provided:</b>	<p>Santa Maria Health Care Center 2115 Centerpointe Pkwy And/or other locations as agreed to by Contractor and PHD Health Center Program Administration. This</p>

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

	encompasses both the Primary Care and Women’s Health departments.
<b>7. Contractor’s Qualifications:</b>	CONTRACTOR is qualified through training and is already providing such services at other locations in North County
<b>8. Compensation and Invoicing:</b>	<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 “PO”.</b> The following language must also be included in the invoice:</p> <p>CONTRACTOR shall not bill clients or third parties for any services, which CONTRACTOR provides to COUNTY.</p>
<b>9. County Designated Representative:</b>	<p>Santa Barbara County Health Department Paola Hurtado, MPA Division Chief of Primary Care &amp; Family Health 300 N. San Antonio Road, Building 1 Santa Barbara, CA 93110 Phone (805) 698-2418 FAX: (805)681-5200 Email: phurtado @sbcphd.org</p>
<b>10. County Contract Contact:</b>	<p>Margaret “Margs” Fitzwilliam, MPA Contracts Unit Supervisor Santa Barbara County Health 300 N. San Antonio Road, Building 1 Santa Barbara, CA 93110 Phone: (805) 681-5107 Fax: (805) 681-5191 Email: MFitzwilliamFiguroa@sbcphd.org</p>

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

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

**EXHIBIT A-4**  
**STATEMENT OF WORK**  
**Child Support Services Department**

**PURPOSE**

The Santa Barbara County Child Support Services (“County”) seeks to contract with Herencia Indigena, LLC (“Contractor”) to provide professional Indigenous-language interpretation and related cultural consultation services to support staff-client representation. Contractor shall provide remote interpretation for staff-client meetings, investigative interviews, and any other case-related communication requiring language access. These services are essential to ensuring adequate representation of clients who speak Indigenous languages for which qualified interpreters are limited.

**DUTIES AND RESPONSIBILITIES:**

Contractor shall:

1. Provide interpretation in Mixteco and other Indigenous languages, including but not limited to:
  - a. Triqui
  - b. Zapotec
  - c. Chatino
2. Draw upon its specialized linguistic and cultural expertise to match clients with interpreters who speak the correct regional dialect, recognizing that dialect differences are significant among Indigenous communities and crucial for accurate communication
3. Provide cultural and linguistic presentations to assist staff with identifying a client’s dialect, understanding relevant cultural norms, and developing social history or mitigation materials when appropriate. Such presentations may include:
  - a. Explanations of cultural practices
  - b. Community context
  - c. Migration histories
  - d. Other information necessary to support holistic representation

**ASSUMPTIONS:**

All services will be performed with professionalism, accuracy, and strict confidentiality consistent with staff-client privilege and the Department’s strict confidentiality requirements. Contractor shall supply qualified interpreters with demonstrated fluency in the relevant Indigenous dialects and experience working with vulnerable populations.

**TERM:**

Contractor shall commence performance on the date each party’s duly authorized designated representative signs and end performance upon completion, but no later than June 30, 2027, unless otherwise directed by County or unless earlier terminated.

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

County Child Support Services personnel authorized to enact services:

Anne Ortiz, Department Business Specialist, Email: [aortiz@countyofsb.org](mailto:aortiz@countyofsb.org)

Mette Richardson, Child Support Director, [mrichard@countyofsb.org](mailto:mrichard@countyofsb.org)

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

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

**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 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.

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

**EXHIBIT C**

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

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this agreement. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. CONTRACTOR's duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY's sole negligence.

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

As part of the consideration of this Agreement, 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 and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$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 limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

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

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$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

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, 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. 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).
2. **Primary Coverage** – For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
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.

**Self-Insured Retention** – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

**Claims Made Policies** – If any coverage required is written on a claims-made coverage form:

- 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.

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

**Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

**Acceptability of Insurers** – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

**Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents 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 COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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.

**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.

**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.

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

**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.

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

- 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, 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 AND FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act
  - (1) 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.
  - (2) 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.

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

- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act
- (1) 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.
- (2) 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 Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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 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.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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*

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

*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.

6. PROCUREMENT OF RECOVERED MATERIALS

A. 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.

B. 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 bio based, 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 14056, section 101, Policy.

7. 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;
- 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;

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

- 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

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

- 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.

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

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

13. MANDATORY DISCLOSURE

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.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

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 requirement 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.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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. B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means and of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

- 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 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.
- 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.

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

**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.

Irebid Gilbert Executive Director  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

5/28/2026 | 9:42 AM PDT  
\_\_\_\_\_  
Date

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

**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.

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

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

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

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

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

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,

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

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.

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

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 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

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

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.

### 3.) Marborg Industries

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and MarBorg Industries

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and MarBorg Industries, a California corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 728 E Yanonali St. Santa Barbara, CA, 93103.

**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 805-568-2691, 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). Kathleen Koeper, whose phone number is 805-963-1852, and whose email address is [KKoeper@marborg.com](mailto:KKoeper@marborg.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: Kathleen Koeper  
MarBorg Industries  
728 E Yanonali St.  
Santa Barbara, CA, 93103

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. PURCHASE ORDERS AND CHANGE ORDERS**

- A. Purchase Order CONTRACTOR shall not perform or authorize the performance of any Services under this Agreement unless pursuant to a written Purchase Order in the form of the Form of Purchase Order attached hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8 ("Form of Purchase Order") in each instance, and only after such Purchase Order has been signed by the COUNTY's Chief Procurement Officer. Each Purchase Order must specify the Services to be performed thereunder, the location where such Services are to be performed, all deliverables, the location where each deliverable is to be delivered, time of performance (including milestones, if any), which must end during the Term and which shall not commence prior to the first date when such Purchase Order is signed by the COUNTY's Chief Procurement Officer, and the maximum aggregate amount payable to CONTRACTOR under such Purchase Order ("Maximum Purchase Order Amount"). A Purchase Order specifying Services to be performed thereunder must be signed by the COUNTY's Chief Procurement Officer in each instance *prior* to commencement of such Services by or on behalf of CONTRACTOR. The CONTRACTOR shall only commence or authorize Services hereunder to the extent authorized in advance in a duly executed Purchase Order signed by the COUNTY's Chief Procurement Officer.

The CONTRACTOR shall begin the Service specified in a Purchase Order upon the on the date specified in the Purchase Order, provided that such date is *after* the "Order Date" set forth on such Purchase Order signed by the COUNTY's Chief Procurement Officer, and after delivery of such Purchase Order to CONTRACTOR. CONTRACTOR shall diligently perform the Services specified therein, in accordance with the timeline specified therein, to the satisfaction of the COUNTY. No Purchase Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

No change(s) to a Purchase Order will be effective unless and until set forth in writing in a Change Order duly executed by the COUNTY's Chief Procurement Officer *prior* to the commencement of any Services not reflected in such original Purchase Order.

- B. Change Order Changes to a Purchase Order may only be made pursuant to a written Change Order in the form of the Form of Change Order attached here as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8 ("Form of Change Order") that is duly executed by the COUNTY's Chief Procurement Officer. No Change Order may extend the Term, authorize Services to be performed hereunder after the Term, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

### **4. 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 hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8 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.

### **5. 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, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

## **6. 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.

## **7. 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.

## **8. 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 Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and MarBorg Industries

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

## **9. 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.

## **10. 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,

or Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

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.

**11. 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.

**12. 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 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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, 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.

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. 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, 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

Signed by:  
By: Lauren Wideman  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO  
Auditor-Controller

Signed by:  
By: James Munro  
Deputy

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/09/2026**

**Minute Order Number:**

APPROVED AS TO FORM:

Marisa Kahn  
Risk Management

Signed by:  
By: Marisa Kahn  
Risk Manager

APPROVED AS TO FORM:

Phung Loman  
General Services – Procurement Services

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

CONTRACTOR:

MarBorg Industries

DocuSigned by:  
By: Brian Borgatello  
Authorized Representative

Name: Brian Borgatello

Title: President

**EXHIBIT A-1  
 GENERAL STATEMENT OF WORK  
 MarBorg Industries**

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 Statement of Work and Change Orders entered pursuant to Section 3 of the agreement.

<b>Roll – Off Containers</b>		
	Delivery Santa Barbara Area	\$105.00
	Delivery Santa Ynez Valley/Buellton	\$136.50
	Hauling Santa Barbara Area	\$220.50 per load
	Hauling Santa Ynez Valley/Buellton	\$267.75 per load
	Hauling Lompoc/Los Alamos/Vandenberg Village	\$236.25 per load
	Hauling Santa Maria Area	\$231.00 per load
	Hauling Guadalupe	\$236.25 per load
	Disposal Fees	\$198.45 per ton
	Rental	\$4.73 per day
<b>Storage Containers</b>		
<b>12’x8’x7’</b>	Delivery	\$68.25
	Rental	\$94.50 per month
<b>26’x8’x8’</b>	Delivery	\$68.25
	Rental	\$115.50 per month
<b>Construction Offices</b>		
<b>12’x8’x8.5’</b>	Delivery	\$68.25
	Rental	\$99.75 per month
<b>20’x8’x8.5’</b>	Delivery	\$68.25
	Rental	\$141.75per month
<b>20’x8’x8.5’ VIP w/HVAC</b>	Delivery	\$68.25
	Rental	\$315.00 per month
<b>Beached Boat Removal</b>		
	Heavy Haul Low Bed	\$183.75 per hour
	Excavator & Operator	\$262.50 per hour
	Roll-Off Truck & Driver	\$183.75 per hour
	Labor	\$68.25 per hour
	Disposal Fee	\$184.80 per hour
	Risk Manager	\$105.00 per hour
<b>Street Sweeper</b>		
		\$131.25 per hour
<b>Special Hauls</b>		
	Stake Truck & Operator	\$367.50 per hour
	Disposal Fee	\$198.45 per ton
<b>E-Waste Collection</b>		
	Gaylord Box	\$136.50 per box
	Disposal Fee	\$630.00 per ton

<b>Cart Rental w/ Locks</b>		
		\$21.00 per cart/ per month
<b>Textiles Recovery Program</b>		
	25 YD Roll Off Exchange	\$191.10 per load
	Rental Fee	\$126.00 per month
<b>Expanded Textiles Program</b>		
	Dry Trailer Purchase	\$5,868
	Monthly Collection/Storage Fee	\$782.46 per month
	Transportation Fee	\$391.23 per load
	Recycling/Processing Fee	\$4929.50 per load
	Marketing/Promotion	\$1,956
<b>Equipment Repair</b>		
	Equipment Repair Welding	\$136.50 per hour+ cost of materials
	Equipment Repair Sandblasting	\$136.50 per hour+ cost of materials
	Equipment Repair Painting	\$136.50 per hour+ cost of materials
<b>Resource Center</b>		
	Transfer of organic material from MRF to ADF	\$168.00 per hour
	Transfer of residual from the MRF to Landfill face	\$168.00 per hour
	Transfer of residual from CMU to landfill face	\$157.50 per hour
<b>Temporary Fence</b>	100' Linear feet or less	\$446.25 6 month
	100' Linear feet or less	\$551.25 12 months
<b><u>Chain Link</u></b>	<b><u>Up to 6 month rental</u></b>	<b><u>Up to 12 month rental</u></b>
Chain Link	\$4.60	\$6.20 per linear foot
4'x6' Walk Gate	\$95.00	\$105.00
10' Single	\$100.00	\$126.00
10' Double	\$150.00	\$178.50
<b><u>Panels</u></b>		
10'x6' Fence Panel	\$4.20	\$5.88 per linear foot
4'x6' Walk Gate	\$95.00	\$105.00
10' Single	\$100.00	\$126.00
10' Double	\$150.00	\$178.50
<b>Miscellaneous Material</b>		
	Gravel Bags	\$6.30 each
	Gate Wheels	\$26.25 each
	Distance Charge	\$204.75 flat rate
	Labor/Standby Time	\$183.75 per hour
<b>Crowd Control Barricades</b>		
	8'x4' panel	\$414.75 100 linear feet or less
	Additional panels	\$1.58 per linear feet
<b>Standard Restroom</b>		
	Delivery Fee	\$39.96
	Rent	\$22.84
	Weekly Service	\$109.62

	<b>Pick-Up Fee</b>	<b>\$29.46</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>ADA Restroom</b>		
	<b>Delivery Fee</b>	<b>\$68.51</b>
	<b>Rent</b>	<b>\$62.80</b>
	<b>Weekly Service</b>	<b>\$166.32</b>
	<b>Pick-Up Fee</b>	<b>\$68.51</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>Over Spill Tray</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$14.27</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>37' Shower Trailer</b>	<b>Delivery Fee</b>	<b>\$428.20</b>
	<b>Rent</b>	<b>\$4,125.85</b>
	<b>Weekly Service</b>	<b>\$1,764.00</b>
	<b>Pick-Up Fee</b>	<b>\$428.20</b>
<b>2-Station Hand Sink</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$123.48</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>3-Compartment Hot/Cold Sink</b>		
	<b>Delivery Fee</b>	<b>\$171.29</b>
	<b>Rent</b>	<b>\$742.22</b>
	<b>Weekly Service</b>	<b>\$346.50</b>
	<b>Pick-Up Fee</b>	<b>\$171.29</b>
<b>300 Gallon Holding Tank</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$39.96</b>
	<b>Weekly Service</b>	<b>\$262.08</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>300 Gallon Holding Tank On Call Service</b>	<b>Delivery Fee</b>	<b>\$36.75</b>
	<b>Rent</b>	<b>\$157.50</b>
	<b>On Call Service</b>	<b>\$36.75</b>
	<b>Pick-Up Fee</b>	<b>\$36.75</b>
<b>Light Tower</b>		
	<b>Delivery Fee</b>	<b>\$114.19</b>
	<b>Rent</b>	<b>\$1,760.06</b>
	<b>Pick-Up Fee</b>	<b>\$114.19</b>
<b>Grease Trap</b>		
	<b>Emergency Service Non-Scheduled</b>	<b>\$157.50 20 gal- 40 gal</b>
	<b>Emergency Service After Hours</b>	<b>\$367.50 20 gal- 40 gal</b>
<b>Grease Interceptor</b>		

	<b>Emergency Service Non-Scheduled</b>	<b>\$609.00 1000 gal- 2000 gal</b>
	<b>Emergency Service After Hours</b>	<b>\$1,365.00 1000 gal- 2000 gal</b>
<b>Septic Tank</b>		
	<b>Emergency Service Non-Scheduled</b>	<b>\$0.61 per gal</b>
	<b>Emergency Service After Hours</b>	<b>\$0.61 per gal+ 519.75 after hours</b>
<b>30 Yard Compactor</b>		
	<b>Rent</b>	<b>\$918.75 per month</b>
	<b>Cleaning</b>	<b>\$420.00 per occurrences</b>
<b>Portable Restrooms – Deluxe Trailers</b>		
	<b>Rental</b>	<b>\$35.00 + 9.25% Sales Tax</b>
	<b>1 x Week Service</b>	<b>\$129.00 + 10% Energy Fee</b>
	<b>Extra Service</b>	<b>\$50.00 + 10% Energy Fee</b>

**EXHIBIT A-2  
 STATEMENT OF WORK  
 Behavioral Wellness Department**

County Behavioral Wellness personnel authorized to order services:  
 Kimberly Mathews, Financial Office Professional, [kcarpenter@sbcbswell.org](mailto:kcarpenter@sbcbswell.org)  
 Rebecca Spears, Financial Office Professional, [rspears@sbcbswell.org](mailto:rspears@sbcbswell.org)

MarBorg Industries shall provide services to the COUNTY's Behavioral Wellness Department including, but not limited to, those listed below in this Exhibit A-2 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$2,500.00.

<b>ADA Restroom</b>		
	<b>Delivery Fee</b>	<b>\$68.51</b>
	<b>Rent</b>	<b>\$62.80</b>
	<b>Weekly Service</b>	<b>\$166.32</b>
	<b>Pick-Up Fee</b>	<b>\$68.51</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>2-Station Hand Sink</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$123.48</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>Temporary Fence</b>	<b>100' Linear feet or less</b>	<b>\$446.25 6 month</b>
	<b>100' Linear feet or less</b>	<b>\$551.25 12 months</b>
<b>Chain Link</b>	<b>Up to 6 month rental</b>	<b>Up to 12 month rental</b>
<b>Chain Link</b>	<b>\$4.60</b>	<b>\$6.20 per linear foot</b>
<b>4'x6' Walk Gate</b>	<b>\$95.00</b>	<b>\$105.00</b>
<b>10' Single</b>	<b>\$100.00</b>	<b>\$126.00</b>
<b>Panels</b>		
<b>10'x6' Fence Panel</b>	<b>\$4.20</b>	<b>\$5.88 per linear foot</b>
<b>4'x6' Walk Gate</b>	<b>\$95.00</b>	<b>\$105.00</b>
<b>10' Single</b>	<b>\$100.00</b>	<b>\$126.00</b>
<b>10' Double</b>	<b>\$150.00</b>	<b>\$178.50</b>
<b>Storage Containers</b>		
<b>12'x8'x7'</b>	<b>Delivery</b>	<b>\$68.25</b>
	<b>Rental</b>	<b>\$94.50 per month</b>
<b>26'x8'x8'</b>	<b>Delivery</b>	<b>\$68.25</b>
	<b>Rental</b>	<b>\$115.50 per month</b>
<b>Portable Restrooms – Deluxe Trailers</b>		
	<b>Rental</b>	<b>\$35.00 + 9.25% Sales Tax</b>
	<b>1 x Week Service</b>	<b>\$129.00 + 10% Energy Fee</b>
	<b>Extra Service</b>	<b>\$50.00 + 10% Energy Fee</b>
<b>Special Hauls</b>		

	<b>Stake Truck &amp; Operator</b>	<b>\$367.50 per hour</b>
	<b>Disposal Fee</b>	<b>\$198.45 per ton</b>
<b>E-Waste Collection</b>		
	<b>Gaylord Box</b>	<b>\$136.50 per box</b>
	<b>Disposal Fee</b>	<b>\$630.00 per ton</b>

Exhibit A-2 Statement of Work maximum aggregate amount: \$2,500.00.

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries**

**EXHIBIT A-3  
STATEMENT OF WORK  
Community Services Department**

County CSD personnel authorized to order services:

- Brian Soares – Cachuma Park Operations Manager, Email: BSoares@countyofsb.org
- Lloyd (Marvin) Henning – South County Park Operations Manager, Email: MHenning@countyofsb.org
- Ryan Heath – North County and Jalama Park Operations Manager, Email: RHeath@countyofsb.org
- Steve Benchek – South County Maintenance Leader, Email: SBenchek@countyofsb.org
- Chris Thompson – Cachuma Maintenance Leader, Email: CThompson@countyofsb.org
- Corey Onaga – North County Maintenance Leader, Email: CONaga@countyofsb.org
- Brian Switzer – South County Park Ranger III, Email: BSwitzer@countyofsb.org
- Dominic May – North County Park Ranger III, Email: DMay@countyofsb.org

MarBorg Industries shall provide Services to the COUNTY Community Services Department listed above in this Exhibit A-3 including, but not limited to, those listed below in this Exhibit A-3 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$255,000.00.

<b>Roll – Off Containers</b>		
	<b>Delivery</b>	<b>\$105.00</b>
	<b>Hauling</b>	<b>\$220.50 per load</b>
	<b>Disposal Fees</b>	<b>\$198.45 per ton</b>
	<b>Rental</b>	<b>\$4.73 per day</b>
<b>Standard Restroom</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$109.62</b>
	<b>Pick-Up Fee</b>	<b>\$29.46</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>ADA Restroom</b>		
	<b>Delivery Fee</b>	<b>\$68.51</b>
	<b>Rent</b>	<b>\$62.80</b>
	<b>Weekly Service</b>	<b>\$166.32</b>
	<b>Pick-Up Fee</b>	<b>\$68.51</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>Over Spill Tray</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$14.27</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>37' Shower Trailer</b>		
	<b>Delivery Fee</b>	<b>\$428.20</b>
	<b>Rent</b>	<b>\$4,125.85</b>
	<b>Weekly Service</b>	<b>\$1,764.00</b>
	<b>Pick-Up Fee</b>	<b>\$428.20</b>
<b>2-Station Hand Sink</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries**

	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$123.48</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>3-Compartment Hot/Cold Sink</b>		
	<b>Delivery Fee</b>	<b>\$171.29</b>
	<b>Rent</b>	<b>\$742.22</b>
	<b>Weekly Service</b>	<b>\$346.50</b>
	<b>Pick-Up Fee</b>	<b>\$171.29</b>
<b>300 Gallon Holding Tank</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$39.96</b>
	<b>Weekly Service</b>	<b>\$262.08</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>Street Sweeper</b>		
		<b>\$131.25 per hour</b>
<b>Special Hauls</b>		
	<b>Stake Truck &amp; Operator</b>	<b>\$367.50 per hour</b>
	<b>Disposal Fee</b>	<b>\$198.45 per ton</b>

Exhibit A-3 Statement of Work maximum aggregate amount: \$255,000.00.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

**EXHIBIT A-4**  
**STATEMENT OF WORK**  
**Sheriff's Department**

County Sheriff's Department personnel authorized to order services:

Hope Vasquez, Financial Services Manager, Email: [hmv3606@sbsheriff.org](mailto:hmv3606@sbsheriff.org)  
 Jake Xue, Accountant III, [SNX6177@sbsheriff.org](mailto:SNX6177@sbsheriff.org)  
 Jennifer Perez, Account II, [jnp5761@sbsheriff.org](mailto:jnp5761@sbsheriff.org)  
 Jennifer Ramos Valle, Financial Office Professional, [jrv6162@sbsheriff.org](mailto:jrv6162@sbsheriff.org)  
 Margaret Santamaria, Financial Office Professional, [MES5400@SBSHERIFF.ORG](mailto:MES5400@SBSHERIFF.ORG)  
 Marisela Morales, Cost Analyst, [MJM5954@sbsheriff.org](mailto:MJM5954@sbsheriff.org)

MarBorg Industries shall provide services to the COUNTY's Sheriff Department including, but not limited to, those listed below in this Exhibit A-4 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$36,000.00.

<b>30 Yard Compactor</b>		
	<b>Rent</b>	<b>\$918.75 per month</b>
	<b>Cleaning</b>	<b>\$420.00 per occurrences</b>
<b>ADA Restroom</b>		
	<b>Delivery Fee</b>	<b>\$68.51</b>
	<b>Rent</b>	<b>\$62.80</b>
	<b>Weekly Service</b>	<b>\$166.32</b>
	<b>Pick-Up Fee</b>	<b>\$68.51</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>2-Station Hand Sink</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$123.48</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>Roll – Off Containers</b>		
	<b>Delivery Santa Barbara Area</b>	<b>\$105.00</b>
	<b>Delivery Santa Ynez Valley/Buellton</b>	<b>\$136.50</b>
	<b>Hauling Santa Barbara Area</b>	<b>\$220.50 per load</b>
	<b>Hauling Santa Ynez Valley/Buellton</b>	<b>\$267.75 per load</b>
	<b>Hauling Lompoc/Los Alamos/Vandenberg Village</b>	<b>\$236.25 per load</b>
	<b>Hauling Santa Maria Area</b>	<b>\$231.00 per load</b>
	<b>Hauling Guadalupe</b>	<b>\$236.25 per load</b>
	<b>Disposal Fees</b>	<b>\$198.45 per ton</b>
	<b>Rental</b>	<b>\$4.73 per day</b>

Exhibit A-4 Statement of Work maximum aggregate amount: \$36,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

**EXHIBIT A-5**  
**STATEMENT OF WORK**  
**General Services Department**

County General Services Department personnel authorized to order services:

Rudy Mungia, Facilities/Maintenance Team Project Leader, Email: [rmunguia@countyofsb.org](mailto:rmunguia@countyofsb.org)

Traci Lothery, Department Business Specialist, Email: [tlothery@countyofsb.org](mailto:tlothery@countyofsb.org)

Ivan Rojas, Administrative Office Professional, Email: [irojas@countyofsb.org](mailto:irojas@countyofsb.org)

Jacques Walker, North County Facilities Supervisor, [jwalker@countyofsb.org](mailto:jwalker@countyofsb.org)

Ryan Dodson, Building Maintenance Supervisor, [rydodson@countyofsb.org](mailto:rydodson@countyofsb.org)

Steve Cumming, Facilities Supervisor, [scumming@countyofsb.org](mailto:scumming@countyofsb.org)

Zack Barker, Building Maintenance Supervisor, [zbarker@countyofsb.org](mailto:zbarker@countyofsb.org)

MarBorg Industries shall provide services to the COUNTY’s General Services Department including, but not limited to, those listed below in this Exhibit A-5 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$40,000.00.

<b>Standard Restroom</b>		
	Delivery Fee	\$39.96
	Rent	\$22.84
	Weekly Service	\$109.62
	Pick-Up Fee	\$29.46
	On-Call Emergency	\$63.00
<b>ADA Restroom</b>		
	Delivery Fee	\$68.51
	Rent	\$62.80
	Weekly Service	\$166.32
	Pick-Up Fee	\$68.51
	On-Call Emergency	\$63.00
<b>2-Station Hand Sink</b>		
	Delivery Fee	\$39.96
	Rent	\$22.84
	Weekly Service	\$123.48
	Pick-Up Fee	\$39.96
<b>Septic Tank</b>		
	Emergency Service Non-Scheduled	\$0.61 per gal
	Emergency Service After Hours	\$0.61 per gal+ 519.75 after hours
<b>Portable Restrooms – Deluxe Trailers</b>		
	Rental	\$35.00 + 9.25% Sales Tax
	1 x Week Service	\$129.00 + 10% Energy Fee
	Extra Service	\$50.00 + 10% Energy Fee

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

Exhibit A-5 Statement of Work maximum aggregate amount: \$40,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

**Exhibit A-6**  
**STATEMENT OF WORK**  
**Public Works – Laguna County Sanitation District**

County Public Works – Laguna County Sanitation District personnel authorized to order services:

- Angela Arredondo, Accounting Supervising, Email: [amarredondo@countyofsb.org](mailto:amarredondo@countyofsb.org)
- Kevin Thompson, Civil Engineer Specialist, [kethomp@countyofsb.org](mailto:kethomp@countyofsb.org)
- Jerry Nichols, Wastewater Plant Operator Chief, [jenichl@countyofsb.org](mailto:jenichl@countyofsb.org)
- Jesse Padfield, Wastewater Plant Operator Supervisor, [jpadfie@countyofsb.org](mailto:jpadfie@countyofsb.org)
- Monica Ramirez, Accountant, [MRamirez@countyofsb.org](mailto:MRamirez@countyofsb.org)
- Rose Anaya, Financial Office Professional II, [rmanaya@countyofsb.org](mailto:rmanaya@countyofsb.org)

MarBorg Industries shall provide services to the COUNTY’s Public Works - Laguna County Sanitation District including, but not limited to, those listed below in this Exhibit A-6 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$17,000.00.

<b>Roll – Off Containers</b>		
	<b>Delivery Santa Barbara Area</b>	<b>\$105.00</b>
	<b>Delivery Santa Ynez Valley/Buellton</b>	<b>\$136.50</b>
	<b>Hauling Santa Barbara Area</b>	<b>\$220.50 per load</b>
	<b>Hauling Santa Ynez Valley/Buellton</b>	<b>\$267.75 per load</b>
	<b>Hauling Lompoc/Los Alamos/Vandenberg Village</b>	<b>\$236.25 per load</b>
	<b>Hauling Santa Maria Area</b>	<b>\$231.00 per load</b>
	<b>Hauling Guadalupe</b>	<b>\$236.25 per load</b>
	<b>Disposal Fees</b>	<b>\$198.45 per ton</b>
	<b>Rental</b>	<b>\$4.73 per day</b>

Exhibit A-6 Statement of Work maximum aggregate amount: \$17,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

**EXHIBIT A-7**  
**STATEMENT OF WORK**  
**Public Works – RRWM**

County Public Works – RRWM Division personnel authorized to order services:

- Edward Dimock, Operations & Maintenance Manager II, [EDimock@countyofsb.org](mailto:EDimock@countyofsb.org)
- Rolando Oseguera, Refuse Supervisor, [roseg@countyofsb.org](mailto:roseg@countyofsb.org)
- Joseph Costa, Refuse Supervisor, [JCosta@countyofsb.org](mailto:JCosta@countyofsb.org)
- Leslie Robinson, Regulatory Compliance Manager III, [lrobin@countyofsb.org](mailto:lrobin@countyofsb.org)
- Elizabeth Braun, Public Works Program Specialist II, [EBraun@countyofsb.org](mailto:EBraun@countyofsb.org)
- Samuel Dickinson, Public Works Program Specialist II, [sdickinson@countyofsb.org](mailto:sdickinson@countyofsb.org)

MarBorg Industries shall provide Services to the COUNTY Public Works - RRWM listed above in this Exhibit A-7 including, but not limited to, those listed below in this Exhibit A-7 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$781,800.00.

<b>Roll – Off Containers</b>		
	Delivery Santa Barbara Area	\$105.00
	Delivery Santa Ynez Valley/Buellton	\$136.50
	Hauling Santa Barbara Area	\$220.50 per load
	Hauling Santa Ynez Valley/Buellton	\$267.75 per load
	Hauling Lompoc/Los Alamos/Vandenberg Village	\$236.25 per load
	Hauling Santa Maria Area	\$231.00 per load
	Hauling Guadalupe	\$236.25 per load
	Disposal Fees	\$198.45 per ton
	Rental	\$4.73 per day
<b>Standard Restroom</b>		
	Delivery Fee	\$39.96
	Rent	\$22.84
	Weekly Service	\$109.62
	Pick-Up Fee	\$29.46
	On-Call Emergency	\$63.00
<b>ADA Restroom</b>		
	Delivery Fee	\$68.51
	Rent	\$62.80
	Weekly Service	\$166.32
	Pick-Up Fee	\$68.51
	On-Call Emergency	\$63.00
<b>Special Hauls</b>		
	Stake Truck & Operator	\$367.50 per hour
	Disposal Fee	\$198.45 per ton
<b>Textiles Recovery Program</b>		
	25 YD Roll Off Exchange	\$191.10 per load

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries**

	<b>Rental Fee</b>	<b>\$126.00 per month</b>
<b>Resource Center</b>		
	<b>Transfer of organic material from MRF to ADF</b>	<b>\$168.00 per hour</b>
	<b>Transfer of residual from the MRF to Landfill face</b>	<b>\$168.00 per hour</b>
	<b>Transfer of residual from CMU to landfill face</b>	<b>\$157.50 per hour</b>
<b>Expanded Textiles Program</b>		
	<b>Dry Trailer Purchase</b>	<b>\$5,868</b>
	<b>Monthly Collection/Storage Fee</b>	<b>\$782.46 per month</b>
	<b>Transportation Fee</b>	<b>\$391.23 per load</b>
	<b>Recycling/Processing Fee</b>	<b>\$4929.50 per load</b>
	<b>Marketing/Promotion</b>	<b>\$1,956</b>
<b>2-Station Hand Sink</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$123.48</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>3-Compartment Hot/Cold Sink</b>		
	<b>Delivery Fee</b>	<b>\$171.29</b>
	<b>Rent</b>	<b>\$742.22</b>
	<b>Weekly Service</b>	<b>\$346.50</b>
	<b>Pick-Up Fee</b>	<b>\$171.29</b>

Exhibit A-7 Statement of Work maximum aggregate amount: \$781,800.00.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

**EXHIBIT A-8**  
**STATEMENT OF WORK**  
**Fire Department**

County Fire Department personnel authorized to enact services: Steve  
Davis, Division Chief, Email: [sjdavis@countyofsb.org](mailto:sjdavis@countyofsb.org)  
Diane Sauer, Finance Manager, [dsauer@countyofsb.org](mailto:dsauer@countyofsb.org)

MarBorg Industries shall provide services to the COUNTY’s Fire including, but not limited to, those listed below in this Exhibit A-8 at the respective rates set forth herein, in a maximum aggregate amount not to exceed \$50,000.00.

<b>Roll - Containers</b>		
	<b>Delivery Santa Barbara Area</b>	<b>\$105.00</b>
	<b>Delivery Santa Ynez Valley/Buellton</b>	<b>\$136.50</b>
	<b>Hauling Santa Barbara Area</b>	<b>\$220.50 per load</b>
	<b>Hauling Santa Ynez Valley/Buellton</b>	<b>\$267.75 per load</b>
<b>Storage Containers</b>		
<b>12'x8'x7'</b>	<b>Delivery</b>	<b>\$68.25</b>
	<b>Rental</b>	<b>\$94.50 per month</b>
<b>26'x8'x8'</b>	<b>Delivery</b>	<b>\$68.25</b>
	<b>Rental</b>	<b>\$115.50 per month</b>
<b>Standard Restroom</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$109.62</b>
	<b>Pick-Up Fee</b>	<b>\$29.46</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>ADA Restroom</b>		
	<b>Delivery Fee</b>	<b>\$68.51</b>
	<b>Rent</b>	<b>\$62.80</b>
	<b>Weekly Service</b>	<b>\$166.32</b>
	<b>Pick-Up Fee</b>	<b>\$68.51</b>
	<b>On-Call Emergency</b>	<b>\$63.00</b>
<b>2-Station Hand Sink</b>		
	<b>Delivery Fee</b>	<b>\$39.96</b>
	<b>Rent</b>	<b>\$22.84</b>
	<b>Weekly Service</b>	<b>\$123.48</b>
	<b>Pick-Up Fee</b>	<b>\$39.96</b>
<b>Septic Tank</b>		
	<b>Emergency Service Non-Scheduled</b>	<b>\$0.61 per gal</b>
	<b>Emergency Service After Hours</b>	<b>\$0.61 per gal+ 519.75 after hours</b>

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

<b>Portable Restrooms – Deluxe Trailers</b>		
	<b>Rental</b>	<b>\$35.00 + 9.25% Sales Tax</b>
	<b>1 x Week Service</b>	<b>\$129.00 + 10% Energy Fee</b>
	<b>Extra Service</b>	<b>\$50.00 + 10% Energy Fee</b>

Exhibit A-8 Statement of Work maximum aggregate amount: \$50,000.00

**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 **\$2,000,000.00**.
- 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-8 , 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.

**EXHIBIT C**  
**(For Marborg MSA)**

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 \$5,000,000 per occurrence and \$10,000,000 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 \$5,000,000 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. **Pollution Legal Liability and/or Errors & Omissions:** applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$5,000,000 per claim or occurrence and \$10,000,000 aggregate per policy period of one (1) year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or State regulations.

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

## 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, 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 AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) 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.
- (2) 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.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- (1) 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.
- (2) 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 Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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 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.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

... or Services of Independent Contractor  
by and between the County of Santa Barbara and MarBorg Industries

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.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. 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.
- B. 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 bio based, 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 14056, section 101, Policy.

7. 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;
- 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.

## 8. 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.

9. 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.

10. 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

11. 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.

12. 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.

13. MANDATORY DISCLOSURE

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.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- 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 requirement 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.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 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 Public Law 115-232, section 889, "covered telecommunications equipment" means and 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 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.
- 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.

**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:

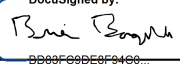
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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:  
  
B000F00DE0F0400  
Brian Borgatello, President

5/28/2026 | 2:49 PM PDT  
Date

## 4. Pacific Petroleum

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

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Pacific Petroleum California, Inc ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 1615 East Betteravia Road, 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**

Austin Venezia, whose phone number is 805-568-2691, 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). Jayse Hochleutner, whose phone number is 805-260-5000, and whose email address is [j.hochleutner@ppcinc.biz](mailto:j.hochleutner@ppcinc.biz), 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: Jayse Houchleutner  
Pacific Petroleum California, Inc  
1615 East Betteravia Road  
Santa Maria, CA 93454

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. PURCHASE ORDERS AND CHANGE ORDERS**

A. Purchase Order CONTRACTOR shall not perform or authorize the performance of any Services under

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

this Agreement unless pursuant to a written Purchase Order in the form of the Form of Purchase Order attached hereto as Exhibits A-1, A-2, and A-3 ("Form of Purchase Order") in each instance, and only after such Purchase Order has been signed by the COUNTY's Chief Procurement Officer. Each Purchase Order must specify the Services to be performed thereunder, the location where such Services are to be performed, all deliverables, the location where each deliverable is to be delivered, time of performance (including milestones, if any), which must end during the Term and which shall not commence prior to the first date when such Purchase Order is signed by the COUNTY's Chief Procurement Officer, and the maximum aggregate amount payable to CONTRACTOR under such Purchase Order ("Maximum Purchase Order Amount"). A Purchase Order specifying Services to be performed thereunder must be signed by the COUNTY's Chief Procurement Officer in each instance *prior* to commencement of such Services by or on behalf of CONTRACTOR. The CONTRACTOR shall only commence or authorize Services hereunder to the extent authorized in advance in a duly executed Purchase Order signed by the COUNTY's Chief Procurement Officer.

The CONTRACTOR shall begin the Service specified in a Purchase Order upon the on the date specified in the Purchase Order, provided that such date is *after* the "Order Date" set forth on such Purchase Order signed by the COUNTY's Chief Procurement Officer, and after delivery of such Purchase Order to CONTRACTOR. CONTRACTOR shall diligently perform the Services specified therein, in accordance with the timeline specified therein, to the satisfaction of the COUNTY. No Purchase Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

No change(s) to a Purchase Order will be effective unless and until set forth in writing in a Change Order duly executed by the COUNTY's Chief Procurement Officer *prior* to the commencement of any Services not reflected in such original Purchase Order.

- B. Change Order Changes to a Purchase Order may only be made pursuant to a written Change Order in the form of the Form of Change Order attached here as Exhibit Exhibits A-1, A-2, and A-3 ("Form of Change Order") that is duly executed by the COUNTY's Chief Procurement Officer. No Change Order may extend the Term, authorize Services to be performed hereunder after the Term, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

**4. 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 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.

**5. 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, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

**6. COMPENSATION OF CONTRACTOR**

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

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.

**7. 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.

**8. 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.

**9. 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.

**10. 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

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

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.

**11. 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.

**12. 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 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.

**13. 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.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by

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

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.

**20. 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, 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.

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

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. CALIFORNIA LAW AND JURISDICTION**

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

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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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 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 Pacific Petroleum California, 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

Signed by:  
By: Lauren Wideman  
8F464D822C84458...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO  
Auditor-Controller

Signed by:  
By: James Munro  
02BA147EF6A84DE...  
Deputy

APPROVED AS TO FORM:

Marisa Kahn  
Risk Management

Signed by:  
By: Marisa Kahn  
DF54F5C88F0C41A...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/09/2026**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman  
General Services – Procurement Services

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

CONTRACTOR:

Pacific Petroleum California, Inc

DocuSigned by:  
By: Jayse Hochleutner  
1DB4E9D9FF44488...  
Authorized Representative

Name: Jayse Hochleutner

Title: VP

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

**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
- Drop Deck
- Low Bed



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

- 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)



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

**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  
by and between the County of Santa Barbara and Pacific Petroleum California, Inc



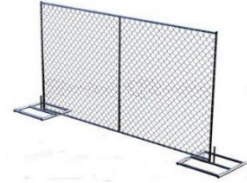
**ADA and VIP Restrooms Available**

- 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



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

- 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

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

**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



**AUTHORIZED PROVIDER**

**•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



**Midstream**

**TRAINING QUALIFICATIONS**  
**CORE TRAINING COMPLIANT**

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

**24 Hour Emergency Response**



Operations@PPCinc.biz

**Rates**

**TRUCKS**

<b>3 AXEL TRUCKS</b>	<b>includes CLASS A DRIVER</b>	<b>OT</b>	<b>DT</b>
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
<b>CRANES</b>	<b>includes OPERATOR IV (master)</b>	<b>OT</b>	<b>DT</b>
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		
<b>DIRT TRUCKS</b>	<b>includes CLASS A DRIVER</b>	<b>OT</b>	<b>DT</b>
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
<b>FLAT BEDS</b>	<b>includes CLASS A DRIVER</b>	<b>OT</b>	<b>DT</b>
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
<b>HYDRO &amp; INDUSTRIAL AIR MOVER VACTOR TRUCKS</b>	<b>includes OPERATOR IV (master)</b>	<b>OT</b>	<b>DT</b>
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
<b>OTHER TRAILERS</b>	<b>includes CLASS A DRIVER</b>	<b>OT</b>	<b>DT</b>

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

DRY VAN	135.00		35.00	70.00
PNEUMATIC TRACTOR (Dry Bulk Salt - 1,050' cubic capacity)	125.00		35.00	70.00
<b>ROLL OFF TRUCKS</b>	<b>includes CLASS A DRIVER</b>		<b>OT</b>	<b>DT</b>
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	
<b>VACUUM TRUCKS</b>	<b>includes CLASS A DRIVER</b>		<b>OT</b>	<b>DT</b>
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
<b>WATER DELIVERY</b>	<b>includes CLASS A DRIVER</b>		<b>OT</b>	<b>DT</b>
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	
<b>ADDITIONAL TRUCKS</b>		<b>Equip hourly</b>		
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			
<b>LUBE</b>	<b>Equip hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
LUBE/BUCKET TRUCK	105.00	<b>(Requires LUBE TECH +/- ASSISTANT I)</b>		
LUBE TECHNICIAN		50.00	75.00	100.00
ASSISTANT I		48.50	72.75	97.00
<b>MECHANIC</b>	<b>Equip hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
MECHANIC TRUCK	60.00	<b>(Requires MECHANIC +/- ASSISTANT II)</b>		
MECHANIC		100.00	150.00	200.00
ASSISTANT II		50.00	75.00	100.00
<b>PIPELINE</b>	<b>Equip hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
PIPELINE TRUCK	55.00	<b>(Requires PIPELINE TECH +/- ASSISTANT I)</b>		
PIPELINE TECHNICIAN		60.00	90.00	120.00
PIPELINE MAINTENANCE TECH		48.50	72.75	97.00

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

<b>WELDER</b>	<b>Equip hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
WELDER TRUCK	60.00	<b>(Req. WELDER +/- ASSISTANT I - FIRE WATCH)</b>		
WELDER - CERTIFIED		95.00	142.50	190.00
ASSISTANT I		48.50	72.75	97.00
FIRE WATCH		50.00	75.00	100.00
<b>LABOR</b>				
<b>AIR QUALITY MONITORING</b>	<b>DAY</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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 benezene)	400.00			
MSA 4XR (Multi Gas Meter LEL, O2, CO, H2S)	100.00			
<b>CASING JACK</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>
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
<b>CONFINED SPACE</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>
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
<b>HAZARDOUS</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>
HAZARDOUS TECHNICIAN		100.00	150.00	200.00
HAZARDOUS - SUPERVISOR		110.00	165.00	220.00
<b>LABORS &amp; OPERATORS</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>
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
<b>SUPERVISION</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>

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

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
<b>TRAFFIC CONTROL &amp; EQUIPMENT</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>
FLAGGER		50.00	75.00	100.00
A-FRAME SIGNAGE	8.00	EACH		
CONES / DELINEATORS	2.50	EACH		
MESSAGE BOARD		185.00		

**HEAVY EQUIPMENT (Permits NOT Included)**

**BARE EQUIPMENT**

<b>BACKHOES (Require Operator III)</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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
<b>LOADERS (Require Operator IV (Master))</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
FRONT END LOADER - 950	125.00	80.00	120.00	160.00
FRONT END LOADER - 966	156.50	80.00	120.00	160.00
<b>GRADERS (Require Operator IV (Master))</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
MOTOR GRADER	156.50	80.00	120.00	160.00

<b>COMPACTORS &amp; ROLLERS (Require Operator I)</b>	<b>Day</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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

<b>COMPACTORS &amp; ROLLERS (Require Operator I)</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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		

*\*additional hourly Operator rates will apply on all Heavy Equipment*

<b>DOZERS (Require Operator IV (Master))</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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
<b>EXCAVATORS (Require Operator II)</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
MINI EXCAVATOR - 305E (EX-02 & EX-03)	56.50	70.50	105.75	141.00
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

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

EXCAVATOR - CAT 329 (EX-21)	146.50	70.50	105.75	141.00
<b>FORKLIFTS (Require Operator I)</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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		
<b>MINI HYDRO EXCAVATORS (Require Operator IV (Master))</b>	<b>Day</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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
<b>SKID STEER / SKIP &amp; DRAG (Require Operator II)</b>	<b>Hourly</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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**

<b>AIR COMPRESSORS</b>		<b>Day</b>
AIR COMPRESSOR - 160-185 CFM		150.00
AIR COMPRESSOR - 375-385 CFM		185.00
AIR COMPRESSOR PNEUMATIC HOSE		25.00
<b>BLASTERS / WASHERS</b>	<b>Hourly</b>	<b>Day</b>
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
<b>CARBON</b>	<b>Hourly</b>	<b>Day</b>
CARBON CANISTERS - ONE (on trailer)		400.00
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

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

CARBON DRUM CANISTER - W/ TRAILER			350.00	
CYCLONE ATTACHMENT (removing spent/used carbon)			500.00	
CARBON EXCHANGED (replenish spent / used carbon)	POR		.....	
<b>CASING JACK</b>		<b>ST</b>	<b>OT</b>	<b>DT</b>
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			
<b>CIRCULATION PITS</b>	<b>Tier I Day</b>		<b>Tier II after &gt;8 Hours</b>	
CIRCULATION PIT - SMALL	1,350.00		2,700.00	
CIRCULATION PIT - LARGE	1,800.00		3,600.00	
CIRCULATION PIT - STANDBY RATE	900.00			
<b>CONFINED SPACE EQUIPMENT</b>	<b>Hourly</b>	<b>Day</b>		
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		
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		

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

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	
TRIPOD - WINCH		250.00	
TRIPOD - ARIZONA VORTEX (multi-purpose)		500.00	
<b>CONTAINMENTS</b>		<b>Day</b>	
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
<b>DEMOLITION / RESURFACING</b>	<b>Hourly</b>	<b>Day</b>	
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	
<b>FANS</b>	<b>Hourly</b>	<b>Day</b>	
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	
<b>FENCING</b>		<b>Day</b>	
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	

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

<b>GENERATORS</b>	<b>Tier I Hourly</b>	<b>Tier II after &gt;8 Hours</b>		
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%		
<b>HOSES</b>		<b>Day</b>	<b>Weekly</b>	<b>Monthly</b>
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		
<b>KRAIL</b>		<b>Day</b>		
KRAIL - 10'		15.00		
KRAIL - 20'		20.00		
KRAIL WATER BARRIER (Plastic krail filled with water)		25.00		
KRAIL CLAMP		100.00		
<b>LIGHTING</b>		<b>Day</b>		
EXPLOSION PROOF LIGHT		100.00		
LIGHT - GLOBUG WITH GENERATOR		150.00		
LIGHT - GLOBUG WITHOUT GENERATOR		100.00		
LIGHT - TRI-POD		100.00		
LIGHT TOWER		100.00		
LIGHT TOWER GLOBAL BALLOON		105.00		
LIGHT TOWER ELECTRIC		90.00		
<b>LINE LOCATING</b>	<b>Hourly</b>	<b>Day</b>		
FUSION MACHINE (HDPE)		200.00		

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

GPR (GROUND PENETRATING RADAR)	50.00		
LINE LOCATOR TOOL	62.50		
MAGNETIC LOCATOR		100.00	
<b>OFFICE / HOUSE / STORAGE TRAILERS</b>		<b>Day</b>	<b>Monthly</b>
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
<b>PIPE</b>		<b>Day</b>	
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	
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	

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

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

<b>PUMPS</b>	<b>Minimum</b>	<b>Day</b>	<b>Week</b>	<b>Month</b>
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

<b>ROLL OFF BOXES</b>	<b>Day</b>	<b>EFTB = Enviro Flip Top Bin</b>
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	

<b>SANITATION</b>	<b>Day</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
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			

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

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
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

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

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**

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)	360.00

PER CANISTER

**CONSUMABLES**

*POR = Price On Request*

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	.....
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	.....	.....	.....

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

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 all third party equipment rented outside of PPC)	15.0%			
SURCHARGE 15% (On all third party consumables)	15.0%			
TYVEK POLY COATED SUIT	POR	.....	EACH	.....
TYVEK SUIT	POR	.....	.....	

**ADDITIONAL CHARGES**

	<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			

*New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, & Christmas Day*

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.

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

**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><i>Fuel Price Per Gallon</i></b>	<b><i>Surcharge</i></b>
\$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%
\$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%
\$6.99 to \$7.14	20.50%
\$7.15 to \$7.30	21.00%
\$7.31 to \$7.46	21.50%
\$7.47 to \$7.62	22.00%
\$7.63 to \$7.78	22.50%
\$7.79 to \$7.94	23.00%
\$7.95 to \$8.10	23.50%
\$8.11 to \$8.26	24.00%
\$8.27 to \$8.42	24.50%
\$8.43 to \$8.58	25.00%

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

\$8.59 to \$8.74	25.50%
\$8.75 to \$8.90	26.00%
\$8.91 to \$9.06	26.50%
\$9.07 to \$9.22	27.00%
\$9.23 to \$9.38	27.50%
\$9.39 to \$9.54	28.00%
\$9.55 to \$9.70	28.50%
\$9.71 to \$9.86	29.00%

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

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Public Works-Laguna County Sanitation District**

**Location:**

County of Santa Barbara  
3500 Black Rd, Santa Maria

**Specified Services:**

- Set up and run the pump for ten (10) days
- Empty 4 concrete ponds holding secondary effluent and transferring to another pond

**Labor and Resources:**

- Crane Operator (20 days @ hours)
- Operator Level IV (master)
- PW – 50T Crane Operator
- Labor (10 days @ 12 hours)
- Stake Bed
- Lay Flat Hose
- Vacuum Hose – 6" x 20'

County Public Works-Laguna County Sanitation District personnel authorized to order services:

Angela Arredondo, Accountant Supervising, [amarredondo@countyofsb.org](mailto:amarredondo@countyofsb.org)  
Kevin Thompson, Civil Engineer Specialist, [kethomp@countyofsb.org](mailto:kethomp@countyofsb.org)  
Jerry Nichols, Wastewater Plant Operator Chief, [jenichl@countyofsb.org](mailto:jenichl@countyofsb.org)  
Jesse Padfield, Wastewater Plant Operator Supervisor, [jpadfie@countyofsb.org](mailto:jpadfie@countyofsb.org)  
Rose Anaya, Financial Office Professional, [rmanaya@countyofsb.org](mailto:rmanaya@countyofsb.org)

Exhibit A-2 Statement of Work Maximum amount: \$100,000.00

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

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**Public Works – Clean Water**

**Collection Location:**

Toro Canyon Oil Water Separator Facility

**Specified Work:**

Collect and dispose of oily waste material 10 times per year from Toro Canyon site.  
Conduct annual sampling of crude oil product.

**Exhibit A-3 Statement of Work Amount:** For time and materials, total to not exceed \$5,000.00.

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 order services:

Erin Maker – Project Clean Water Manager, Email: [emaker@countyofsb.org](mailto:emaker@countyofsb.org)

Julia Kosowitz – Project Clean Water Program Specialist, Email: [kosowitzj@countyofsb.org](mailto:kosowitzj@countyofsb.org)

Elizabeth Elliott - Project Clean Water Program Specialist, Email [eelliott@countyofsb.org](mailto:eelliott@countyofsb.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$5,000.00

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

**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 \$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. **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.

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

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.
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.

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

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.

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

**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.

Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Pacific Petroleum California, Inc

- 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, 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 AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) 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.
- (2) 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.

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

- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act
- (1) 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.
- (2) 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 Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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 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.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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*

Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Pacific Petroleum California, Inc

*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.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. 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.
- B. 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 bio based, 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 14056, section 101, Policy.

7. 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;
  - 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;

Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Pacific Petroleum California, Inc

- 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

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

- 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.

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

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

13. MANDATORY DISCLOSURE

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.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- 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 requirement 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.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 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. B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means and 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

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

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

**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:



1DD4F9D9FE444B0

Jayse Hochleutner, Vise President

5/28/2026 | 10:11 AM PDT

Date

## 5.) Tetra Tech, Inc

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Tetra Tech, Inc.

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Tetra Tech, Inc., a Delaware corporation with an address at 3475 E Foothill Blvd, Pasadena, CA 91107 ("CONTRACTOR" or "Tetra Tech" 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**

Austin Venezia at phone number 805-568-2691 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. Tim Tringali at phone number 805-478-8491 and whose email address is [tim.tringali@tetrattech.com](mailto:tim.tringali@tetrattech.com), 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: Austin Venezia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Tim Tringali  
Tetra Tech, Inc.  
3475 E Foothill Blvd  
Pasadena, CA 91107

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. PURCHASE ORDERS AND CHANGE ORDERS**

- A. Purchase Order CONTRACTOR shall not perform or authorize the performance of any Services under this Agreement unless pursuant to a written Purchase Order in the form of the Form of Purchase Order attached hereto as Exhibits A-1 and A-2 ("Form of Purchase Order") in each instance, and only after

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

such Purchase Order has been signed by the COUNTY's Chief Procurement Officer. Each Purchase Order must specify the Services to be performed thereunder, the location where such Services are to be performed, all deliverables, the location where each deliverable is to be delivered, time of performance (including milestones, if any), which must end during the Term and which shall not commence prior to the first date when such Purchase Order is signed by the COUNTY's Chief Procurement Officer, and the maximum aggregate amount payable to CONTRACTOR under such Purchase Order ("Maximum Purchase Order Amount"). A Purchase Order specifying Services to be performed thereunder must be signed by the COUNTY's Chief Procurement Officer in each instance *prior* to commencement of such Services by or on behalf of CONTRACTOR. The CONTRACTOR shall only commence or authorize Services hereunder to the extent authorized in advance in a duly executed Purchase Order signed by the COUNTY's Chief Procurement Officer.

The CONTRACTOR shall begin the Service specified in a Purchase Order upon the on the date specified in the Purchase Order, provided that such date is *after* the "Order Date" set forth on such Purchase Order signed by the COUNTY's Chief Procurement Officer, and after delivery of such Purchase Order to CONTRACTOR. CONTRACTOR shall diligently perform the Services specified therein, in accordance with the timeline specified therein, to the satisfaction of the COUNTY. No Purchase Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

No change(s) to a Purchase Order will be effective unless and until set forth in writing in a Change Order duly executed by the COUNTY's Chief Procurement Officer *prior* to the commencement of any Services not reflected in such original Purchase Order.

Change Order Changes to a Purchase Order may only be made pursuant to a written Change Order in the form of the Form of Change Order attached here as Exhibits A-1 and A-2 ("Form of Change Order") that is duly executed by the COUNTY's Chief Procurement Officer. No Change Order may extend the Term, authorize Services to be performed hereunder after the Term, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3

**4. 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.

**5. 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, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

**6. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

**7. 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.

**8. 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 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.

**9. 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.

**10. 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,

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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.

**11. 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.

**12. 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 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 represents 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 shall 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 reasonable 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.

**13. 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.

**14. 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,

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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.

**15. 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 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

shall relieve CONTRACTOR of any of its obligations hereunder.

**20. 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") after providing CONTRACTOR a ten (10) day period to cure any defect. 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.
1. 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.
  2. For Convenience – CONTRACTOR may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall 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.
- 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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.

**21. 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.

**22. 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.

**23. 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.

**24. NO WAIVER OF DEFAULT**

No delay or omission of either Party 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 either Party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either Party.

**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.

**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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

**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 31 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  
by and between the County of Santa Barbara and Tetra Tech, Inc.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties ("Effective Date").

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

By: Signed by: Lauren Wideman  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO  
Auditor-Controller

By: Signed by: James Munro  
Deputy

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/09/2026**

**Minute Order Number:**

APPROVED AS TO FORM:

Marisa Kahn  
Risk Management

By: Signed by: Marisa Kahn  
Risk Manager

APPROVED AS TO FORM:

Phung Loman  
General Services – Procurement Services

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

CONTRACTOR:

Tetra Tech, Inc.

By: Signed by: [Signature]  
Authorized Representative

Name: Tim Tringali

Title: Vice President

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

**EXHIBIT A-1**

**STATEMENT OF WORK**

The projects set forth in the Statements of Work attached hereto as Exhibit A-2 (“Statements of Work”) include the following tasks:

- Inspections, monitoring, and document preparation in support of oil spill control, stormwater, and surface water regulations.
- Various tasks in support of the landfill, landfill gas system, material recovery facility, and composting operations, such as planning, feasibility studies, assistance with documents, permitting, design, construction support, operations and maintenance.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.



**County of Santa Barbara MSA**  
**Tetra Tech - Standard Hourly Billing Rates**  
**May 21, 2026**

LABOR TYPE AND CATEGORY	RATE
<b>PROJECT MANAGEMENT</b>	
Project Manager 1	\$225.00
Project Manager 2	\$255.00
Project Manager 3	\$280.00
Sr Project Manager	\$300.00
QA/QC Manager	\$325.00
Program Manager	\$350.00
Principal-In-Charge/Program Manager	\$390.00
<b>ENGINEERS</b>	
Engineering Technician	\$109.00
Engineer 1	\$134.00
Engineer 2	\$145.00
Engineer 3	\$160.00
Project Engineer 1	\$195.00
Project Engineer 2	\$210.00
Project Engineer 3	\$235.00
Senior Engineer 1	\$245.00
Senior Engineer 2	\$280.00
Senior Engineer 3	\$290.00
Principal Engineer	\$370.00
<b>ENGINEERING DESIGNERS</b>	
Engineering Technician	\$85.00
Engineering Designer 1	\$105.00
Engineering Designer 2	\$125.00
Engineering Designer 3	\$150.00
Senior Engineering Designer 1	\$190.00
Senior Engineering Designer 2	\$205.00
Senior Engineering Designer 3	\$215.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

<b>ARCHAEOLOGICAL/CULTURAL SPECIALISTS</b>	
Principal Archaeologist	\$240.00
Principal Architectural Historian	\$218.00
Laboratory Director	\$135.00
Senior Archaeologist	\$119.00
Production Manager	\$131.00
Senior Architectural Historian	\$117.00
Field Supervisor	\$110.00
Laboratory Supervisor	\$110.00
Associate Archaeologist	\$110.00
Lead Field Tech/ Crew Chief	\$110.00
Laboratory Technician	\$95.00
GIS Technician	\$95.00
Field Technician	\$88.00
Staff Archaeologist	\$84.00
Editor/Documents Production	\$78.00
<b>SCIENTISTS/PLANNERS/BIOLOGISTS</b>	
Scientist Technician I	\$65.00
Scientist Technician II	\$75.00
Scientist/Planner 1	\$90.00
Scientist/Planner 2	\$121.00
Scientist/Planner 3	\$146.00
Scientist/Planner 4	\$174.00
Sr. Scientist/Planner	\$203.00
Principal Scientist/Planner	\$232.00
<b>Geographic Information Systems (GIS)</b>	
GIS Analyst 1	\$112.00
GIS Analyst 2	\$136.00
Sr. GIS Analyst	\$163.00
GIS Application Developer	\$220.00
Sr. GIS Application Developer	\$180.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

Computer Aided Design (CAD)	
CAD Designer 1	\$107.00
CAD Designer 2	\$123.00
Sr. CAD Designer	\$165.00
Sr. CAD Designer 2	\$180.00
CAD Director	\$230.00
SURVEYING	
Survey Tech 1	\$105.00
Survey Tech 2	\$115.00
Survey Tech 3	\$135.00
Survey Crew Chief	\$155.00
Surveying Specialist	\$175.00
Land Surveyor	\$190.00
Senior Land Surveyor	\$240.00
SURVEY CREW (NON-PREVALING)	
1-person Survey Crew	\$175.00
2-person Survey Crew	\$295.00
3-person Survey Crew	\$395.00
SURVEY CREW (PREVALING)	
1-person Survey Crew	\$220.00
2-person Survey Crew	\$390.00
3-person Survey Crew	\$550.00
GEOTECHNICAL	
Senior Principal	\$320.00
Principal	\$305.00
Supervising Engineer/Geologist III	\$290.00
Supervising Engineer/Geologist II	\$270.00
Supervising Engineer/Geologist I	\$255.00
Senior Engineer/Geologist III	\$240.00
Senior Engineer/Geologist II	\$225.00
Senior Engineer/Geologist I	\$215.00
Project Engineer/Geologist III	\$200.00
Project Engineer/Geologist II	\$185.00
Project Engineer/Geologist I	\$170.00
Staff Engineer/Geologist III	\$155.00
Staff Engineer/Geologist II	\$145.00
Staff Engineer/Geologist I	\$135.00
Senior Soils/Field Technician	\$135.00
Soils/Field Technician Standard	\$125.00
Soils/Field Technician Prevailing	\$158.00
CAD Operator/Draftsperson	\$155.00
Administrative/Office Support	\$115.00
Depositions and Expert Witness Testimony (minimum 4 hours)	\$480.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

ADMINISTRATION	
Project Assistant 1	\$90.00
Project Assistant 2	\$100.00
Project Administrator 1	\$125.00
Project Administrator 2	\$161.00
Technical Writer	\$128.00
Graphic Artist	\$157.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Public Works – Project Clean Water Division**

Tetra Tech shall provide the following services to the County of Santa Barbara, Public Works Department, Water Resources Division, Project Clean Water (County) to support the Partner Agency 303(d) Monitoring Program.

**STATEMENT OF UNDERSTANDING**

Tetra Tech shall provide support with coordination of the Clean Water Act Section 303(d) Monitoring Program (303[d] monitoring) per the *Urban Storm Water Monitoring Plan 2015-2018* (303[d] Monitoring Plan). Volunteer samplers from the County and Cities of Goleta, Carpinteria, Buellton, and Solvang Partner Agencies will collect samples per the 303(d) Monitoring Plan. The samplers will complete field data sheets and chain of custody forms and place filled sample containers in ice-filled coolers for transport to the lab. Targeted sampling events will be on-call as directed by the County during the Term. Our proposed scope of work is provided below.

**SCOPE OF WORK**

This Exhibit A-2 Scope of Work includes two tasks, summarized below.

**Task 1 –303(d) Monitoring Support**

Tetra Tech will perform the following support tasks, unless the County elects to perform them (which the County will communicate to Tetra Tech):

- Track weather forecasts through the contract period.
- Maintain bottles, equipment, and field devices at-ready for sampling.
- When a storm is predicted, confer with the County, contact the Partner Cities for staff availability, and alert the County-contracted laboratory.
- Arrange shipment/delivery of the coolers, bottles, and forms.
- Assist samplers with acquiring and using calibrated pH meters, sampling devices, gloves, and packaging materials.
- Notify the samplers when deployment to the sampling sites is needed upon the County's determination that a storm is anticipated to yield sufficient rainfall to collect samples.
- After sampling is completed, coordinate picking up samples and completed forms from the samplers.
- Coordinate delivery via courier or shipping.
- Prepare a *Storm Tracking Report* for each event, regardless of whether samples were collected, to describe communications, decisions made, and storm event characteristics.

**Task 2 – Develop the 303(d) Monitoring Annual Report**

Tetra Tech will develop the 2026-2027 303(d) Monitoring Annual report. The report will summarize the *Storm Tracking Reports*, laboratory results, and outcomes. One electronic draft and final of the report will be submitted to the County.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

SCHEDULE

Tetra Tech is available to begin the above tasks upon receipt of the Notice to Proceed and copy of this fully executed MSA, through June 30, 2027.

**ASSUMPTIONS**

Assumptions and limitations to this Exhibit A-2 scope of work are as follows:

- Should regulations applicable to monitoring of the sampling sites change or if additional regulatory requirements applicable to monitoring of the sampling sites are imposed, the project work scope, and costs may need to be modified.
- The County will contract the labs directly and facilitate payment of the sample analysis invoices.
- All analytical reports and field forms will be submitted to the County.
- Costs herein are for coordinating four rain events. Additional events can be supported, but would require additional funding.
- Costs include travel time for sample delivery.
- The annual report format will be based on the historic reports. Major formatting changes, additional background information, and analysis and modeling of results are not included.

**COST**

Tetra Tech shall perform the scope of work as described above, **on a time-and-materials basis in an aggregate amount not to exceed \$15,000**, as summarized in Table 1.

**Table 1  
Time-and-Materials Price**

Task	Description	Extended Price
1	<b>303(d) Monitoring Support and Storm Tracking Reports</b>	\$11,000
2	<b>303(d) Monitoring Annual Report</b>	\$4,000
		<b>NTE \$15,000</b>

**Notes:** NTE not to exceed

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

County of Santa Barbara, Public Works Department, Water Resources Division, Project Clean Water  
personnel authorized to order services:

Erin Maker, Project Clean Water Manager  
County of Santa Barbara Public Works  
123 E. Anapamu St., Santa Barbara, CA, 93101  
Phone: 805-568-3561  
Email: [EMaker@countyofsb.org](mailto:EMaker@countyofsb.org)

Cindy Gonzalez, Project Clean Water Financial Office Professional  
County of Santa Barbara Public Works  
130 E. Victoria St., Santa Barbara, CA, 93101  
Phone: 805-568-3439  
Email: [cgonzalez@countyofsb.org](mailto:cgonzalez@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$15,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, 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 **\$300,000.00**
- 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-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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

**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 reasonable attorneys' fees) incurred by COUNTY as a result of CONTRACTOR's negligence in the performance of services under this Agreement 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)**
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.

B. Other Insurance Provisions

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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

**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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

- 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, 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 AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) 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.
- (2) 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,

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

(1) 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.

(2) 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 Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. 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.
- B. 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 bio based, 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 14056, section 101, Policy.

7. 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

- 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;
  - 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

- 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.

8. 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.

9. 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.

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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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

11. 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.

12. 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.

13. MANDATORY DISCLOSURE

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.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- 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 requirement 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 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. B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means and 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 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

- 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and Tetra Tech, Inc.

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:

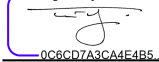
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

Signed by:  
  
0C8CD7A3CA4E4B5...

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Tim Tringali Vice President

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

5/27/2026 | 9:40 PM PDT

\_\_\_\_\_  
Date

## 6. TruePoint Solutions

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions  
LLC**

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and TruePoint Solutions LLC ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 3262 Penryn Road STE 100-B, Loomis, CA 95650.

**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 805-568-2691, 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). Brian Weber, whose phone number is (559)-289-4573, and whose email address is [bweber@truepointsolutions.com](mailto:bweber@truepointsolutions.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: Brian Weber  
TruePoint Solutions LLC  
3262 Penryn Road STE 100-B  
Loomis, CA 95650

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. PURCHASE ORDERS AND CHANGE ORDERS**

A. Purchase Order CONTRACTOR shall not perform or authorize the performance of any Services under

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

this Agreement unless pursuant to a written Purchase Order in the form of the Form of Purchase Order attached hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8 ("Form of Purchase Order") in each instance, and only after such Purchase Order has been signed by the COUNTY's Chief Procurement Officer. Each Purchase Order must specify the Services to be performed thereunder, the location where such Services are to be performed, all deliverables, the location where each deliverable is to be delivered, time of performance (including milestones, if any), which must end during the Term and which shall not commence prior to the first date when such Purchase Order is signed by the COUNTY's Chief Procurement Officer, and the maximum aggregate amount payable to CONTRACTOR under such Purchase Order ("Maximum Purchase Order Amount"). A Purchase Order specifying Services to be performed thereunder must be signed by the COUNTY's Chief Procurement Officer in each instance *prior* to commencement of such Services by or on behalf of CONTRACTOR. The CONTRACTOR shall only commence or authorize Services hereunder to the extent authorized in advance in a duly executed Purchase Order signed by the COUNTY's Chief Procurement Officer.

The CONTRACTOR shall begin the Service specified in a Purchase Order upon the on the date specified in the Purchase Order, provided that such date is *after* the "Order Date" set forth on such Purchase Order signed by the COUNTY's Chief Procurement Officer, and after delivery of such Purchase Order to CONTRACTOR. CONTRACTOR shall diligently perform the Services specified therein, in accordance with the timeline specified therein, to the satisfaction of the COUNTY. No Purchase Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

No change(s) to a Purchase Order will be effective unless and until set forth in writing in a Change Order duly executed by the COUNTY's Chief Procurement Officer *prior* to the commencement of any Services not reflected in such original Purchase Order.

- B. Change Order Changes to a Purchase Order may only be made pursuant to a written Change Order in the form of the Form of Change Order attached here as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8 ("Form of Change Order") that is duly executed by the COUNTY's Chief Procurement Officer. No Change Order may extend the Term, authorize Services to be performed hereunder after the Term, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with this Section 3.

**4. 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 hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, and A-7, 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.

**5. 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, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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,

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

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.

**11. 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.

**12. 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 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.

**13. 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. NON-ASSIGNMENT**

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

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.

**20. 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, 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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 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 TruePoint Solutions LLC

**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

Signed by:  
By: Lauren Wideman  
8F484D022C04438...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO  
Auditor-Controller

Signed by:  
By: James Munro  
02BA147EF6A84DE...  
Deputy

APPROVED AS TO FORM:

Marisa Kahn  
Risk Management

Signed by:  
By: Marisa Kahn  
DE54E5C68E0C41A...  
Risk Manager

**BOARD AUTHORIZATION EXECUTION:**

**Date: 06/09/2026**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman  
General Services – Procurement Services

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

CONTRACTOR:

TruePoint Solutions LLC

Signed by:  
By: Brian Weber  
700E7AC190474BD...  
Authorized Representative

Name: Brian Weber

Title: Chief Revenue Officer

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-1**

**GENERAL STATEMENT**

**OF WORK**

TruePoint Solutions, Inc. (“Service Provider”) will provide Managed Support Services to Santa Barbara County (“Client”) as defined below:

- Software Support and Administration for the Aceela 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 an hour

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Fire Department**

**PROFESSIONAL SERVICES**

TruePoint Solutions (“Service Provider”) will provide Professional Services to Santa Barbara County, CA (“Client”) for 7/1/26 to 6/30/27 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Scripting, Reports, Configuration
    - Estimated for 75 hours at \$195/hour for a total of \$14,625.00

**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. TruePoint 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.). TruePoint 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 Assistance will be processed through TruePoint’s management software. This will enable TruePoint to manage and fulfill all requests as well as capture service metrics. TruePoint will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, TruePoint 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**

This Agreement is effective upon the date signed, shall remain in force for a period of one year, and may be extended on an annual basis.

This Agreement may be terminated by either party upon ninety (90) days written notice.

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

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

**FEES AND PAYMENT SCHEDULE**

Total not to exceed amount for this Professional Services Scope of Work is **\$14,625.00** representing 75 hours of Professional Services at \$195 per hour.

The billing rate for all services under this agreement and maximum number of hours to be billed are detailed in the associated Quote and is exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Fire 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**

The Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. TruePoint shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TruePoint by the Client in connection with the Managed Services, or any actions taken by TruePoint 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.

**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 beyond its control including, but not limited to, acts of God.

**County Fire Department personnel authorized to order services:**

Michael Young, Captain Planning & Engineering, Email: [mpyoung@countyofsb.org](mailto:mpyoung@countyofsb.org)

Exhibit A-2 Statement of Work maximum aggregate amount: \$14,625.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**Planning & Development**

**PROFESSIONAL SERVICES**

TruePoint Solutions (“Service Provider”) will provide Professional Services to Santa Barbara County, CA (“Client”) for 7/1/26 to 6/30/27 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Complex Scripting
    - Estimated for 100 hours at \$195/hour for a total of \$19,500.00
  - Additional Records Types in ACA
    - Estimated for 25 hours at \$195/hour for a total of \$4,875.00
  - Project Management
    - Estimated for 25 hours at \$195/hour for a total of \$4,875.00
- 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 Agency. TruePoint 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.). TruePoint 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 Assistance will be processed through TruePoint’s management software. This will enable TruePoint to manage and fulfill all requests as well as capture service metrics. TruePoint will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, TruePoint 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**

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

This Agreement is effective upon the date signed, shall remain in force for a period of one year, and may be extended on an annual basis.

This Agreement may be terminated by either party upon ninety (90) days written notice.

If either party terminates this Agreement, TruePoint will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay TruePoint the actual costs of 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.

The billing rate for all services under this agreement and maximum number of hours to be billed are detailed in the associated Quote and is 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.

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

**LIMITATION OF LIABILITY**

The Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. TruePoint shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TruePoint by the Client in connection with the Managed Services, or any actions taken by TruePoint 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.

**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 beyond its control including, but not limited to, acts of God.

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

Linda Lui, IT Business Systems Manager, Email: [lliu@countyofsb.org](mailto:lliu@countyofsb.org)

Exhibit A-3 Statement of Work maximum aggregate amount: \$60,060.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-4**  
**STATEMENT OF WORK**  
**County Health Department - EHS**

**PROFESSIONAL SERVICES**

TruePoint Solutions (“Service Provider”) will provide Professional Services to Santa Barbara County, CA (“Client”) for 7/1/26 to 6/30/27 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
  - Scripting, Report, and Configuration
    - Estimated for 358 hours at \$195/hour for a total of \$69,810.00

**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. TruePoint 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.). TruePoint 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 Assistance will be processed through TruePoint’s management software. This will enable TruePoint to manage and fulfill all requests as well as capture service metrics. TruePoint will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, TruePoint 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**

This Agreement is effective upon the date signed, shall remain in force for a period of one year, and may be extended on an annual basis.

This Agreement may be terminated by either party upon ninety (90) days written notice.

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

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

**FEES AND PAYMENT SCHEDULE**

Total not to exceed amount for this Professional Services Scope of Work is **\$69,810.00** representing 358 hours of Professional Services at \$195 per hour.

The billing rate for all services under this agreement and maximum number of hours to be billed are detailed in the associated Quote and is exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Environmental Health 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**

The Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. TruePoint shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TruePoint by the Client in connection with the Managed Services, or any actions taken by TruePoint 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.

**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 beyond its control including, but not limited to, acts of God.

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

Jason Johnston, Environmental Health Program Director, Email: [JJohnston@sbcphd.org](mailto:JJohnston@sbcphd.org)

Exhibit A-4 Statement of Work maximum aggregate amount: \$69,810.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-5**  
**STATEMENT OF WORK**  
**Public Works - Transportation**

**PROFESSIONAL SERVICES**

TruePoint Solutions (“Service Provider”) will provide Professional Services to Santa Barbara County, CA (“Client”) for 7/1/26 to 6/30/27 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
  - 320 hours at \$195/hour for a total of \$62,400.00
    - Scripting, Reports, Configuration, Training
    - Accounting Reports and Time Accounting
    - Credit Card/Time Accounting Support
    - Surety Bond Workflow
    - Deposit Ticket Information into Accela
    - Cart Checkout and Billing Process

**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. TruePoint 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.). TruePoint 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 Assistance will be processed through TruePoint’s management software. This will enable TruePoint to manage and fulfill all requests as well as capture service metrics. TruePoint will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, TruePoint 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**

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

This Agreement is effective upon the date signed, shall remain in force for a period of one year, and may be extended on an annual basis.

This Agreement may be terminated by either party upon ninety (90) days written notice.

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

**FEES AND PAYMENT SCHEDULE**

Total not to exceed amount for this Professional Services Scope of Work is **\$62,400.00** representing 320 hours of Professional Services at \$195 per hour.

The billing rate for all services under this agreement and maximum number of hours to be billed are detailed in the associated Quote and is exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Transportation 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**

The Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. TruePoint shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TruePoint by the Client in connection with the Managed Services, or any actions taken by TruePoint 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.

**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 beyond its control including, but not limited to, acts of God.

**County Public Works Transportation personnel authorized to order services:**

Larry Lowman, IT Business Systems Manager, Email: [llowman@countyofsb.org](mailto:llowman@countyofsb.org)

Exhibit A-5 Statement of Work maximum aggregate amount: \$62,400.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-6**  
**STATEMENT OF WORK**  
**Public Works – Water Resources**

**PROFESSIONAL SERVICES**

TruePoint Solutions (“Service Provider”) will provide Professional Services to Santa Barbara County, CA (“Client”) for 7/1/26 to 6/30/27 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
  - 300 hours at \$195/hour for a total of \$58,500.00
    - Scripting, Reports, Configuration, Training
    - Implement credit card processing for permit payments
    - Configure time accounting to allow for activity-based billing and labor tracking
    -

**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. TruePoint 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.). TruePoint 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 Assistance will be processed through TruePoint’s management software. This will enable TruePoint to manage and fulfill all requests as well as capture service metrics. TruePoint will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, TruePoint 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**

This Agreement is effective upon the date signed, shall remain in force for a period of one year, and may be extended on an annual basis.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

This Agreement may be terminated by either party upon ninety (90) days written notice.

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

### **FEES AND PAYMENT SCHEDULE**

Total not to exceed amount for this Professional Services Scope of Work is **\$58,500.00** representing 300 hours of Professional Services at \$195 per hour.

The billing rate for all services under this agreement and maximum number of hours to be billed are detailed in the associated Quote and is exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Surveyor 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**

The Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. TruePoint shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TruePoint by the Client in connection with the Managed Services, or any actions taken by TruePoint 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.

### **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 beyond its control including, but not limited to, acts of God.

### **County Public Works Surveyor personnel authorized to order services:**

Larry Lowman, IT Business Systems Manager, Email: [llowman@countyofsb.org](mailto:llowman@countyofsb.org)

Exhibit A-6 Statement of Work maximum aggregate amount: \$58,500.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-7**  
**STATEMENT OF WORK**

**Managed Services for County Departments within the “SBCO” Accela Environment including Fire, Public Works (all divisions), Planning and Development (all divisions), and CEO Cannabis Business Licensing Unit**

**GOVPATH Managed Services**

This exhibit is bound by the terms of the “GOVPATH MANAGED SERVICES TERMS” (Exhibit F) and describes the specific level of Managed Services that will be provided to the Client.

**1. Managed Services.**

**1.1 Tier 2/3.** GovPath 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.** GovPath will work to provide resourcing to meet timelines established for ticket resolution based on the severity of ticketing and type of ticketing. GovPath 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 for configuration is completed.
- **Questions.** These types of tickets are general questions about the Accela Civic Platform and will be completed as availability.

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

**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) GovPath 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 GovPath as it allows for accurate classification of tickets and SLA tracking.

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

**3.3 Email.** GovPath 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.** GovPath 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.** GovPath will assist customers with up to one (1) emergency release per

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

quarter. Only Urgent severity tickets will qualify for emergency release consideration.

**5. Business Hours.**

- 5.1 **Standard.** GovPath shall provide staffing between the hours of 7:30 AM and 5 PM Pacific Time.
- 5.2 **After Hours Support.** GovPath shall provide one after-hours session per month for the purpose of deploying Standard Releases into the production environment. GovPath will provide one after-hours emergency hotfix release into a production environment depending on staff availability.
- 5.3 **Holiday.** GovPath 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 GovPath for the purpose of supporting the environment.
- 6.2 **Reporting Database.** Client will provide GovPath with Accela Enhanced Reporting Database (ERD) access. If ERD access is not available, then Client will request and provide copy from Accela 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 GovPath 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 GovPath access to any existing EMSE Scripting repositories. If no script repository exists, Client agrees that GovPath 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.** GovPath will participate in a monthly remote meeting with Client stake holders to review performance of GovPath Managed Services, discuss problem tickets, discuss upcoming Accela related releases, and align with Client initiatives.

**8. Compensation and Payment.**

- 8.1 **Annual Billing.** GovPath will bill the Client annually for the Managed Services described in Section #1 of this Exhibit A-7, above.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**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 personnel authorized to order services:**

Larry Lowman, IT Business Systems Manager, Email: [llozman@countyofsb.org](mailto:llozman@countyofsb.org)

Exhibit A-7 Statement of Work maximum aggregate amount: \$120,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT A-8**  
**STATEMENT OF WORK**  
**Managed Services for County Departments within the "SBCOEH" Accela Environment**

**GOVPATH MANAGED SERVICES**

**SERVICES**

This exhibit is bound by the terms of the "GOVPATH MANAGED SERVICES TERMS" (Exhibit F) and describes the specific level of Managed Services that will be provided to the Client.

**1. Managed Services.**

**1.1. Tier 2/3.** GovPath 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.** GovPath will work to provide resourcing to meet timelines established for ticket resolution based on the severity of ticketing and type of ticketing. GovPath will support all components of the approved in use production configuration of the Accela Civic Platform SaaS solution.

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- **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.
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  - Task submitted must include clear requirements and acceptance criteria.
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  - 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 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.

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Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

- **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.
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- 3.2. Phone.** GovPath shall provide access to a monitored phone line 1-805-819-5820 during normal business hours.
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- 4. Release Support.**
- 4.1. Standard Release.** GovPath 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 nonproduction environments into production.
- 4.2. Emergency Release.** GovPath will assist customers with up to one (1) emergency release per quarter. Only Urgent severity tickets will qualify for emergency release consideration.
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- 5.1. Standard.** GovPath shall provide staffing between the hours of 7:30 AM and 5 PM Pacific Time.
- 5.2. After Hours Support.** GovPath shall provide one after-hours session per month for the purpose of deploying Standard Releases into the production environment. GovPath will provide one after-hours emergency hotfix release into a production environment depending on staff availability.
- 5.3. Holiday.** GovPath 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

- 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 GovPath for the purpose of supporting the environment.
- 6.2. Reporting Database.** Client will provide GovPath with Accela Enhanced Reporting Database (ERD) access. If ERD access is not available, then Client will request and provide copy from Accela 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 GovPath with access to the repository or the latest copy of all SSRS and/or Crystal Report files that are in use with the Accela.
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- 7.1. Monthly Meeting.** GovPath will participate in a monthly remote meeting with Client stake holders to review performance of GovPath Managed Services, discuss problem tickets, discuss upcoming Accela related releases, and align with Client initiatives.

**8. Compensation and Payment.**

- 8.1. Annual Billing.** GovPath will bill the Client annually for the Managed Services.

**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 personnel authorized to order services:**

Jason Johnston, Environmental Health Program Director, Email: [JJohnston@sbcphd.org](mailto:JJohnston@sbcphd.org)

Exhibit A-8 Statement of Work maximum aggregate amount: \$30,000.00

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**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-8, 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  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT C**

**Indemnification and Insurance Requirements  
For Professional Services -Information and Communications Technology (ICT)**

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this agreement. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. CONTRACTOR's duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY's sole negligence. In the event an injunction or order should be obtained against use of the services by reason of the allegations, or if the services are likely to become the subject of such a claim of infringement, CONTRACTOR will, at its sole cost and expense, and as COUNTY's exclusive remedy: (a) procure for the COUNTY the right to continue using the services; (b) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent in all material respects to the original); or (c) if neither (a) nor (b) is practicable, refund any prepaid subscription fees, on a pro-rated basis, for services not rendered and terminate this Agreement.

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

As part of the consideration of this Agreement, CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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 and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. *(Not required if CONTRACTOR is not required to operate a vehicle in performance of Agreement).*
3. **Workers' Compensation:** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees).*
4. **Cyber Insurance,** with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 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 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.
5. **Technology Professional Liability Errors and Omissions Insurance** coverage in an amount not less than Two Million Dollars (\$2,000,000) per claim and cover all sums the CONTRACTOR shall be legally obligated to pay because of claims for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of CONTRACTOR's products or services. If the policy is written on a claims made basis, the retroactive date must be on or before the commencement of the Services and the coverage must remain in force for a period of at least three (3) years following the termination of the Services. *(Required if CONTRACTOR provides software, hardware, software or system development, consulting services, or Internet/Application Service Provider services).*
  - i. The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY in the care, custody, or control of the CONTRACTOR.

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, 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. Coverage can be provided in the form of an endorsement to the

**Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC**

CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or 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 and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
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.

**Self-Insured Retention** – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

**Claims Made Policies** – If any coverage required is written on a claims-made coverage form:

- 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.

**Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

**Acceptability of Insurers** – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best's rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

**Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents 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 COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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.

**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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**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..

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

- 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, 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 AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) 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.
- (2) 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act
- (1) 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.
- (2) 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 Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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 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.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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*

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

*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.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. 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.
- B. 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 bio based, 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 14056, section 101, Policy.

7. 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;
  - 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;

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

- 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

- 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.

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

13. MANDATORY DISCLOSURE

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.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- 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 requirement 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.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 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. B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means and 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

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

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 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.
  - 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.

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**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:

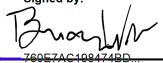
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

Signed by:  
  
760E7AC1084749D...

Brian Weber, Chief Revenue Officer

5/27/2026 | 6:14 PM PDT

Date

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

**EXHIBIT F**

**MANAGED SERVICE TERMS**

These Managed Services Terms (these “**Terms**”) are attached to that certain Master Service Agreement by and between the County of Santa Barbara and TruePoint Solutions dated June 9, 2026 (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.** TruePoint Solutions 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 TruePoint Solutions 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 TruePoint Solutions with all information, materials, rights of access and licenses as required for TruePoint Solutions 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 TruePoint Solutions’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 TruePoint Solutions 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. TruePoint Solutions may pro rate Managed Services fees to make them coterminous with Hosted Services purchased under the Agreement.

TruePoint Solutions 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 TruePoint Solutions’s gross negligence in

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TruePoint Solutions LLC

the performance agreement, Customer's remedy will be, as commercially practicable, TruePoint Solutions' re-performance of deficient Managed Services. TruePoint Solutions disclaims all liability related to third party software or systems utilized by Customer.