

Attachment A

**AMENDMENT NO. 3 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
(CONTRACT NO. BC22237)**

THIS AMENDMENT NO. 3 hereby amends the Agreement for Services of Independent Contractor (hereafter Agreement) dated February 28, 2023, between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Ernst and Young (hereafter CONTRACTOR).

THE AGREEMENT IS AMENDED AS FOLLOWS:

1. Section 1 is hereby amended to read as follows:

Wade Horton at phone number (805) 451-7547 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert Reeves at phone number (214) 969-8875 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 2 is hereby amended to read as follows:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County
105 E. Anapamu St., Room 406
Santa Barbara, California
Attn: Wade Horton, County Executive Office

To CONTRACTOR: Ernst & Young LLP
725 S. Figueroa St
Los Angeles, California 90017
Attn: Robert Reeves

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. 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. Section 4 is hereby amended to read as follows:

“CONTRACTOR shall commence performance on February 28, 2023 and end performance upon completion, but no later than August 28, 2027 unless otherwise directed by COUNTY or unless earlier terminated.”

4. Exhibit A, second paragraph, second sentence is hereby amended to read as follows:

“In addition, the awarded firm will also provide project development and grants management services for any existing, open disaster recovery efforts including 2023 Storm Events (January 2023, DR-4683 and February/March 2023, DR-4699), and February 2024 (DR-4769).”

5. Exhibit B, Section A is hereby amended to read as follows:

“For CONTRACTOR services to be rendered under the Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$2,550,000.”

6. Exhibit D, paragraphs 7, 14, and 15 are hereby amended to read as follows:

7. 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 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 biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

14. MANDATORY DISCLOSURE

CONTRACTOR must promptly disclose to the COUNTY whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

CONTRACTOR should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

7. Paragraph 16 is added to Exhibit D as follows:

16. 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 Section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment;
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

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

D. In implementing the prohibition under section 990 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

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

F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

8. EXECUTION OF COUNTERPARTS

This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Except as specifically amended by this Amendment No. 3, the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Ernst and Young shall remain in full force and effect.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:


By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

County Executive Office

Signed by:

By: _____
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Assistant County Executive
Officer

CONTRACTOR:

Ernst and Young

DocuSigned by:

By: _____
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Authorized Representative

Name: Robert Reeves

Title: Partner

APPROVED AS TO FORM:


Rachel Van Mullem, County
Counsel

Signed by:

By: _____
3FD3031A867243E...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:

By: _____
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Greg Milligan, Risk Management

Signed by:

By: _____
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Risk Manager