

**Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Government
Consulting Partners, Inc.**

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Government Consulting Partners, Inc. ("CONTRACTOR" or "GCP" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 5016 Brower Court, Granite Bay, CA 95746.

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 805-568-2690, and whose email address is 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). J. Bradley Wilkes, whose phone number is 916-990-1256, and whose email address is bradwilkes@gcp-inc.net, 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
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To CONTRACTOR:	J. Bradley Wilkes Government Consulting Partners, Inc. 5016 Brower Court Granite Bay, CA 95746
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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. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued

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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.

4. 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, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

5. 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.

6. 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.

7. 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

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

8. 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.

9. 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, 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.

10. 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.

11. 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

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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.

12. 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.

13. 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.

14. 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.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in

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EXHIBIT C, attached hereto and incorporated herein by reference.

16. 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.

17. 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.

18. 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.

19. 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.

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- 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.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE

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

24. 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.

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

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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.

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. 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.

33. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement

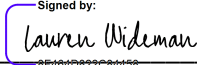
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("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. 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.

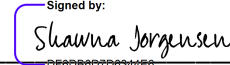
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
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Deputy County Counsel

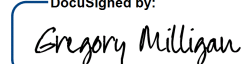
APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Gregory Milligan
Risk Management

By: 
05F555F00269466...
Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 11/18/2025

Minute Order Number:

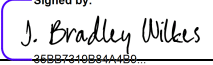
APPROVED AS TO FORM:

Phung Loman
General Services – Procurement Services

By: _____
Chief Procurement Officer

CONTRACTOR:

Government Consulting Partners, Inc.

By: 
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Authorized Representative

Name: J. Bradley Wilkes

Title: CEO

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EXHIBIT A-1

GENERAL STATEMENT

OF WORK

Municipal Services Provided by GCP

›Overview‹

Federal Cost Allocation Plans

A Federal Cost Allocation Plan (“CAP”) identifies and distributes the indirect costs of central administrative services (e.g., finance, HR, IT) to the appropriate departments and programs, in compliance with federal guidelines such as 2 CFR Part 200. These plans enable local governments to recover overhead costs from federal and state grant programs.

Full Cost Allocation Plans

A Full Cost Allocation Plan determines and allocates the total cost of government services, including both direct and indirect costs. These plans support fee setting, internal budgeting, and transparency by accurately reflecting the true cost of delivering services across departments.

Internal Service Funds

An Internal Service Fund (“ISF”) is an accounting mechanism used by local governments to finance and recover the costs of centralized services—such as fleet management, IT, or facilities maintenance—by charging user departments based on usage or demand. ISFs promote transparency, cost control, and equitable cost distribution.

Cost Recovery Policies

Cost Recovery Policies establish the framework by which a local government sets, adjusts, and justifies user fees and charges for public services. These policies ensure consistency, compliance with legal standards, and alignment with fiscal goals, enabling agencies to recover the full or partial cost of delivering services.

Organizational Analysis

Organizational Analysis evaluates the structure, staffing, and workflows of government departments to identify opportunities for future-state efficiency, improved service delivery, and better alignment of resources. This analysis supports data-driven decisions on restructuring, consolidation, or performance improvement.

Appropriation Limitation Studies

Appropriation Limitation Studies calculate a local agency’s annual spending cap under Article XIII B of the California Constitution (Gann Limit). These studies ensure compliance with state law by projecting revenues, adjusting for inflation and population, and documenting allowable appropriations from tax proceeds.

Fixed Rate for these services is set at \$195 per hour.

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EXHIBIT A 2

**STATEMENT OF WORK
Auditor-Controller's Office**

Part 1: Review and Approve the Departmental Indirect Cost Rate Proposals ("ICRP") and User Fee Model Calculations

User Fee Study Calculations: Review and Approval

1. County to introduce GCP to County departments using User Fees and GCP's role to review and approve the County's User Fee calculations.
 - a. This virtual meeting will introduce GCP staff, their role in the review and approval of the User Fee calculations and the process that GCP will follow hereunder.
2. Outreach to each County user fee department (each, a "User Fee Department") via the contact information for such User Fee Department specified on the User Fee Department list provided by the County's project coordinator ("User Fee Department List"). The County's project coordinator shall be Danny Forner | Financial Reporting, Budget and Cost Division Chief.
 - a. GCP will contact each User Fee Department on the User Fee Department List to confirm whether or not such User Fee Department has fees that need updating and, if so, when they intend to update or submit their fees for review.
 - b. The User Fee Department List will then be updated by GCP and provided back to the County's project coordinator.
3. Review and approve the User Fee study calculations
 - a. Review the User Fee model calculations for accuracy.
 - b. Verify supporting documentation aligns with the costs used in the analysis.
 - c. Review of the County Board Letter and resolutions ensuring they align with the fee model calculations.
 - d. Complete the County's workplan document and provide any notable comments to the County's project coordinator.
 - e. Provide a written summary of the findings of the review to the County's project coordinator and resolve any questions as necessary so the fees can be approved.
4. Outline of potential process improvements for review and approval of future User Fee submissions.
 - a. GCP staff will meet with the County's project coordinator to discuss possible process improvements that can be made to help streamline future review and approval procedures. This may include the establishment of a checklist and timeline for User Fee Departments to submit their User Fees.

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- b. GCP will then put the proposed process improvements into a memorandum and submit this to the County's project coordinator

Note: This memorandum can be used as the base line for the County to write a policy or process for the submission and approval of future User Fee reviews and approvals.

Indirect Cost Rate ("ICRP") Review and Approval

5. County to introduce GCP and our role to review and approve the County's indirect cost rate proposals developed by County staff.
 - a. The County will introduce GCP at a virtual all-hands meeting. This meeting will introduce GCP staff, their role in the review of the indirect cost rates and the process that GCP will go through hereunder. GCP will provide slides for a brief presentation on the current process and development of an indirect cost rate.
6. Review and Approval of ICRP:
 - a. GCP will review all supporting documentation and calculations for each of the submitted ICRPs.
 - i. County personnel will provide all financial and operational supporting documentation utilized in the development of the ICRP.
 - b. GCP will provide comments/questions to ICRP departments and County's project coordinator regarding any findings from their review within two to three (2-3) weeks of receiving all of the supporting documentation for the submitted ICRP.
 - c. GCP will provide the County's project coordinator with their recommendations to approve ICRP departments within four (4) weeks of receiving all necessary supporting documentation for the submitted indirect cost rate.
7. Outline of potential process improvements for review and approval of future ICRP submissions.
 - a. GCP staff will meet with County's project coordinator to discuss possible process improvements that can be made to help streamline future review and approval procedures. This may include the establishment of a simplified template, checklist and timeline for ICRP departments to submit their ICRPs.
 - b. GCP will then put the proposed process improvements into a memorandum and submit this to the County's project coordinator for consideration
8. Training for County departments and divisions that have never developed an ICRP before.
 - a. GCP will meet with each such department and division to review what an ICRP is, provide training on how to use the County's template, what type of supporting documentation is needed, and provide general guidance on what is considered indirect vs direct or excluded costs.

Note: If any department or division requires training, GCP will bring this to the attention of the County's project coordinator and receive approval prior to performing

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any training.

GCP shall provide the Services for the following fixed fees:

USER FEE REVIEW AND APPROVAL - TASKS	PRICE
Task 1: County will introduce GCP at a virtual meeting	\$1,000
Task 2: Outreach to each User Fee Department on the County's list	\$1,200
Task 3: Review and Approval of the User Fee Study Calculations: Normal Department*	\$4,000 Each
Task 3: Review and Approval of the User Fee Study Calculations: Complex Department (such as Sheriff and Public Works)*	\$6,000 Each
Task 4: Outline of potential process improvements for User Fee review and approval	\$3,000

*The County's project coordinator will assign the status of the User Fee review as either normal or complex for each User Fee Department.

GCP will invoice: 100% upon submission and write-up of findings for each User Fee Department that is delivered to the County's project coordinator.

ICRP REVIEW AND APPROVAL - TASKS	PRICE
Task 5: County will introduce GCP at a virtual meeting	\$1,000
Task 6: Review and Approval of each ICRP (starting with the first through the fifteenth ICRP submitted) - <i>this does not include catch up years. See below.</i>	\$4,000 Each ICRP
Review and Approval of ICRP (starting with the sixteenth and beyond ICRPs) - <i>this does not include catch-up years. See below.</i>	\$3,000 Each ICRP
If multiple years of the ICRP for a County department are provided for ICRP to review at one time: After the first year, each subsequent year would be charged 20% less than the first year ICRP. For example: if the first year is \$4,000 then the subsequent years would each be \$3,200. If the first year ICRP is \$3,000 then the subsequent years would each be charged \$2,400.	20% reduction from the price of the first year ICRP
Task 7: Outline of potential process improvements for ICRP review and approval	\$3,000

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Task 8: Training for new departments/divisions for ICRP (as needed)	\$1,200
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GCP will invoice: 100% upon submission of GCP's recommendation to approve each ICRP submitted.

Part 2: State Mandate Claiming & Test Claiming Services

Develop Workplan and Schedule

GCP's SB 90 approach begins with developing and implementing the activities outlined in the tailored SB 90 work plan below. GCP will collaborate with the County's SB 90 coordinator Danny Forner| Financial Reporting, Budget and Cost Division Chief to accomplish the following:

1. Development of Workplan Schedule: Formulate a customized SB 90 schedule tailored to the County's requirements.
2. Review of Prior Fiscal Year Claims: Evaluate claims submitted to the State Controller's Office ("SCO") in the preceding fiscal year to establish claim-year costs and identify any data nuances.
3. Assessment of Late or Amended Claims: Evaluate the necessity for late or amended claims to capture missed costs

Compile Claiming Data for New and Annual SB 90 Claims

GCP will collaborate with the County's SB 90 coordinator to arrange interviews with staff, provide data collection materials, collect data, review, and approve indirect cost rates, and review and approve the SB 90 claims.

4. Schedule Department Meetings: Organize meetings with County department staff specified by the County's SB 90 coordinator as impacted by SB 90 Programs, to review each eligible mandate and related reimbursement requirements.
 - a. Schedule and Approach: Collaborate with each County department specified by the County's SB 90 coordinator to jointly develop a schedule and approach that meet internal and external deadlines.
 - b. Documentation Assessment: Examine current time-tracking, documentation process, and record-keeping procedures and suggest enhancements.
 - c. Assist with Time Tracking Form Development: If necessary, provide time tracking forms that comply with state criteria.
5. Establish Data Submission Deadlines: Establish data submission deadlines essential for prompt claim filing, ensuring sufficient review time for affected departments.
6. Develop, Review, and Approval of Department Indirect Cost Rate Proposals ("ICRP"): GCP will develop the ICRP for each department in the SB 90 submissions. GCP will then submit the ICRP for review and approval to the individual departments.
7. Department Claim Review: Once GCP has processed the claims, GCP will

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forward the claims for review and approval to each department specified by the County’s SB 90 coordinator (each, a “ICRP Department”).

8. **Transmission of Claims for Final Review and Signature:** Once each ICRP Department has approved the claims, GCP will submit them to the County’s SB 90 coordinator for final review and signature.
9. **Receipt of Electronic Signatures by GCP:** Our goal is to obtain the electronic signatures for each claim by Feb. 14th, or a day before the actual SCO submission deadline. This allows for a little extra time should any unforeseen issues arise with uploading the signed claims to the SCO portal on the deadline day.
10. **Submission of SB 90 Claims to SCO through Electronic Portal:** GCP will submit claims to SCO through the electronic portal by the annual deadline of Feb. 15th or any new deadlines established by SCO for new claims.

Year-Round Activities

11. **Desk Reviews / Field Audit Information Sharing:** GCP will share with the County’s SB 90 coordinator any relevant information regarding desk reviews or field audits conducted on SB 90 programs.
12. **Regular Updates:** GCP will provide regular updates and information on claim-filing dates to inform the County of significant SB 90 activities throughout the year.
13. **Handling of New Claims:** GCP monitors the Commission on State Mandate’s activity for any new mandate programs likely to be approved. GCP will collaborate with the County to establish a process for tracking eligible activities before releasing any new claim. Once the claiming instructions are released, initial claims will be due approximately 120 days later. GCP will work with the County to establish a schedule that meets the deadline and provides sufficient time for reviewing and approving claims before the deadline.

Proposed Fees – Comprehensive Reimbursement Claiming

CLAIMS COVERED	PROPOSED FEE	PAYMENT TERMS
FY 2024-2025 Annual Claims & New Claims Due During FY 2025-2026	Fixed Fee of \$18,900	Quarterly Payments: September, December, April, June
Option Year 1: FY 2025-2026 Annual Claims & New Claims Due During FY 2026-2027	Fixed Fee of \$18,900	Quarterly Payments: September, December, April, June
Option Year 2: FY 2026-2027 Annual Claims & New Claims Due During FY 2027-2028	Fixed Fee of \$18,900	Quarterly Payments: September, December, April, June

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SB 90 Test Claims

As part of the mandate process, agencies can file test claims with the Commission on State Mandates (“CSM”), stating that new state legislation or executive orders are specific to local governments and are causing an increase in costs that are not funded through fee authority or any other funding mechanism. To be eligible for SB 90 reimbursement, the new legislation cannot duplicate federal law, voter-approved initiatives, or create a new definition of a crime.

Local governments may file test claims with the Commission no later than 12 months (365 days) following the effective date of a statute or executive order, or within 12 months (365 days) of first incurring increased costs as a result of a statute or executive order, whichever is later. (Gov. Code §§ 17551(c); Cal. Code Regs., tit. 2, § 1183.1(c).) If the test claim is filed based on the date of increased costs, evidence of the date of first incurring costs, which would be admissible over an objection in a civil proceeding, must be filed with the test claim or test claim amendment. (Cal. Code Regs., tit. 2, §§ 1183.1(c), 1187.5.) Test claim amendments that add a statute or executive order to an existing test claim shall also be filed within this statute of limitations. (Cal. Code Regs., tit. 2, §§ 1183.1(c).)

The statute of limitations for filing a test claim may be tolled when the local government and the Department of Finance jointly request a legislatively determined mandate pursuant to Government Code sections 17573 and 17574. (See Gov. Code, §§ 17573(b), 17574(c).) A test claim filed on the same statute or executive order as a legislatively determined mandate pursuant to Government Code section 17574(c) shall be filed within six months of the date an event described in Government Code section 17574(c)(1) occurs. Failure to file a test claim promptly will result in the dismissal of the test claim for lack of jurisdiction. (Gov. Code, § 17551(c); Cal. Code Regs., tit. 2, § 1183.1(f),(g).)

Test claims must be filed with the CSM for consideration to become a reimbursable mandate. Filing a test claim requires documentation that shows the increase in costs and the activities associated with those costs, along with the necessary worksheet and forms from the CSM. GCP can assist and advise Santa Barbara County through the test claim process.

GCP will assist the County of Santa Barbara with this process under a time-and- materials contract. For each test claim approved in writing in advance by the County’s SB 90 coordinator, GCP will charge the actual hours worked, and may also charge material or travel costs associated with such test claim to the extent such material and travel costs are approved in writing in advance by the County’s SB 90 coordinator , up to a maximum of \$6,500 per test claim.

Proposed Fee – Test Claiming Services

CLAIMS COVERED	PROPOSED FEE	PAYMENT TERMS
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Test Claims sponsored or co-sponsored by Santa Barbara County	GCP staff billing rate is \$195 per hour. Time and pre-Materials not to exceed a maximum aggregate amount of \$6,500 per test claim.	Fees will be billed on a per-test claim basis.
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GCP will finish each test claim for no more than \$6,500 (and in the event they fail to do so, they must reimburse the County for any amounts paid for such test claim).

County Auditor-Controllers Department personnel authorized to order Services specified in this Exhibit A-2:

Courtney Kraemer, Business Manager, ckraemer@countyofsb.org

Danny Forner, Financial Reporting, Budget and Cost Division Chief, DForner@countyofsb.org

Exhibit A-2 Statement of Work maximum aggregate amount: \$180,000.00.

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EXHIBIT A 3

**STATEMENT OF WORK
Planning and Development**

**Part 1: Building User Fee Analysis and On-site Fee Workshop Presentation to the Board of Supervisors
("Building User Fee Project")**

GCP will perform all of the following Services, in coordination with the Exhibit A-3 Contact specified below:

Data Collection:

1. Meet with County Planning and Development Department staff to discuss and finalize the building User Fee structure to be analyzed.
2. Interview County Planning and Development Department staff and request time and data necessary to calculate building fees.

First Draft of Cost Analysis

3. Input data received from the data gathering meetings into GCP software.
4. Present the first draft cost analysis results to the County and request feedback.

Revised Draft of Cost Analysis

5. Incorporate new data / comments received into revised draft results.
6. Review the revised draft results with staff. Incorporate adjustments received.
7. Request any additional changes not made during the meeting.

Prepare and Review Final Cost Analysis

8. Incorporate additional changes and issue final cost analysis results.
9. Discuss fee recommendations with County staff.
10. Finalize fee recommendations.

Prepare Draft User Fee Report

11. GCP prepares a draft report that identifies the full cost of each service analyzed, the fee currently charged, proposed fee recommendations and any findings discovered through the course of study.
12. County to provide comments and corrections to be incorporated into the final report.
13. A review window will be set with the Exhibit A-3 Contact. The window will provide sufficient time for GCP to perform their review while staying within the overall project timeline.

Prepare Final User Fee Report

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14. Comments and corrections will be incorporated into the final report.
15. The final report is issued and delivered to the Exhibit A-3 Contact.

Board of Supervisors Workshop Presentation

16. GCP will prepare a slide deck to present on-site to the Board of Supervisors Workshop. The presentation will include the User Fee methodology, high level overview of the proposed structural changes and any other matters related to the fee study that the County would like GCP to address. GCP will be available for any questions related to the fee study.

Fee Adoption Presentation to the Board of Supervisors and Project Close Out

17. GCP will work with the Exhibit A-3 Contact to incorporate the building fee study results into the County's presentation of the fee study.
18. GCP staff will be on-site to meet with the County's management team in preparation for the Board of Supervisors meeting. We will be on-site to assist in presenting the building fee study methodology and overall fee results to the Board of Supervisors and will be available to answer any questions they may have.
19. GCP will provide the County with excel fee models and verify that the County is satisfied with the fee study outcome prior to closing the project out.

Proposed Fee & Method of Payment

GCP will provide the Building User Fee Project Services described in Part 1 of this Exhibit A-3 for a fixed fee of twenty-six thousand dollars (\$26,000) ("Building User Fee Project Fixed Fee").

GCP will invoice upon accomplishment of the following milestones of the Building User Fee Project described in Part 1 of this Exhibit A-3:

- 25% 1st Draft Results for Building Fees
- 25% Final Results and Recommendations for Building Fees
- 25% Board of Supervisors Workshop Presentation
- 25% Fee Adoption Presentation to Board of Supervisors

The Building User Fee Project Fixed Fee includes all materials, travel and related expenses.

Part 2: Calculation of the FY 2025-2026 Indirect Cost Rate Proposal and a Comparison Survey ("ICRP Project")

GCP will perform all of the following Services, in coordination with the Exhibit A-3 Contact specified below:

A. Calculation of the ICRP for use in FY 2025-2026

1. GCP will prepare the Planning and Development department's ICRP for use in FY 2025-2026 according to the County's format and submit it to the County for approval.

B. Comparison Survey

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1. GCP will conduct a comparison survey of at least seven jurisdictions. The Department has identified the seven agencies below:
 - a. Ventura County
 - b. San Luis Obispo County
 - c. Monterey County
 - d. City of Santa Barbara
 - e. City of Goleta
 - f. City of Lompoc
 - g. City of Santa Maria
2. GCP will work with the UF Coordinator, who is the Exhibit A-3 Contact, to determine the information that would be most relevant and helpful to the department.
 - a. Development Review and Long Range Planning: The UF Coordinator has provided some questions regarding the cost recovery for the Development Review and Long Range Planning division as well as for the technology surcharge.
 - b. Building and Safety – The department will provide GCP up to 4 project types (i.e., ADU 750 sq ft; 3,000 sq foot valuation of \$500,000 single family home, etc.) so that a comparison can be made to the other jurisdictions.

Fee & Method of Payment

GCP will provide the ICRP Project Services described in Part 2 of this Exhibit A-3 for the following fees:

- GCP will provide the Services described in in Part 2.A of this Exhibit A-3 (“ICRP Calculation Services”) for a fixed fee of three thousand, seven hundred dollars (\$3,700) (“ICRP Calculation Fee”). GCP will invoice 100% of the ICRP Calculation Fee upon delivery of the final approval of the ICRP Calculation Services from the Auditor-Controller’s Department.
- GCP will provide the comparison survey Services described in in Part 2.B of this Exhibit A-3 (“Comparison Survey Services”) for a fixed fee of five thousand dollars (\$5,000) (“Comparison Survey Fee”). GCP will invoice 100% of the Comparison Survey Fee upon delivery to the Exhibit A-3 Contact of the final survey results.

County Planning & Development Department personnel authorized to order and coordinate the Services specified in this Exhibit A-3 (“Exhibit A-3 Contact”):

Andrew Rasura, Deputy Director, rasuraa@countyofsb.org

Exhibit A-3 Statement of Work maximum aggregate amount: \$34,700.00.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a maximum aggregate 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-3, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work Exhibit an invoice for the Services performed under that Exhibit over the immediately preceding month, unless otherwise specified in such Exhibit. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number and Exhibit 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.

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EXHIBIT C

**Indemnification and Insurance Requirements
(For Professional 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 \$1,000,000 per occurrence and \$2,000,000 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.

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

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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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

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- 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

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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.

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- 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.

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(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*

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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;

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- 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

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- 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 with 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.

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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. 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

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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.

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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:

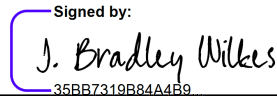
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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J. Bradley Wilkes, CEO

11/5/2025 | 10:26 AM PST

Date