

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Michael Merheb, an individual, whose address is 21826 Peppercorn Dr., Santa Clarita, CA 91350-1094 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Matt Murray at phone number (805) 568-2618 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael Merheb at phone number (805) 568-2618 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Matt Murray, County of Santa Barbara, 105 E. Anapamu Street, CA, 93105

To CONTRACTOR: Michael Merheb, 21826 Peppercorn Dr., Santa Clarita, CA 91350-1094

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 out in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial accepted Statement of Work are attached hereto as Exhibits A and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by each Party's duly authorized designated representative.

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under all Statements of Work, but no later than June 30, 2023 unless otherwise directed by COUNTY or 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 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 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 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.
- 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 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. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard printed 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 of this Agreement and Exhibits B, C, D, and E hereto, on the one hand, and CONTRACTOR's Terms, on the other, the City's terms shall take precedence and control, followed by (i) task orders or similar orders issued by a COUNTY department pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Michael Merheb.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley Labuena*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Greg Milligan*
Chair, Board of Supervisors

Date: 5-16-23

RECOMMENDED FOR APPROVAL:

Kirk Lagerquist, Director
General Services Department

DocuSigned by:
By: *Kirk Lagerquist*
19AEDA90054E46C...
Department Head

CONTRACTOR:

Michael Merheb

DocuSigned by:
By: *Mike Merheb*
D9E4200036DA4DC...
Michael Merheb

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By: *Lauren Wideman*
8F484D822C94458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: *Robert Geis IV*
02B49553707F440...
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
By: *Greg Milligan*
D0240A61E64247D...
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall be the individual personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

IT System Specialist Services

Revision 0.1

4/28/2023

This document constitutes a "Statement of Work" ("SOW") for independent contractor services by and between Santa Barbara County CA ("Customer") and Michael Merheb ("Contractor")

Independent Contractor Services

1.0 SCOPE

The Contractor will work with Santa Barbara County staff as directed by a single point of contact (SPOC), ensuring responsiveness and expertise on Santa Barbara County's specific assignments. The Contractor will abide by the Agreement for Services of Independent Contract executed May 16, 2023, to which this Statement of Work is attached.

1.1 Staffing and Logistics

The following items describe the scheduling and resource allocation for this engagement

- The work will be performed on a Time and Material basis as defined in section 7.0, below.
- Mutually agreed upon work hours will be scheduled in advance of efforts, generally during normal business hours, Monday-Friday, 8:00 AM – 5:00 PM Pacific, but often outside of normal business hours, in accordance with maintenance windows, in order to meet the deliverables outlined in this document.
- During any period in which the Contractor is not engaged, project billing will be suspended, examples of situations that might require suspension of work include:
 - The County has a cybersecurity or OEM declared emergency that requires disengagement, or
 - The County has entered a change freeze window during which activities identified in section 1.2 cannot be performed, or
 - The Contractor has planned or unplanned leave, or
 - Mutually agreed upon work hours necessitate disengagement, or
 - The County is closed for an observed holiday, or
 - Any other mutually agreed upon reason for hiatus.
- The Fee Schedule is defined in section 7.0. Execution of the contract does not guarantee the maximum payment but is limited to the "not to exceed" number.

1.2 Proposed Activities

The Contractor will work at the direction of Santa Barbara County SPOC to assist with the following proposed activities:

- Provides support and technical assistance for IT infrastructure hardware and software
- Writes technical documentation and training materials.
- Analyzes and provides technical assistance and solutions to more advanced technical issues related to IT hardware and software infrastructure.
- Utilizes service ticket tracking systems to document issues and solutions to problems including knowledge-based articles; escalates service requests to the appropriate experienced IT Professional when required.

- Works independently supporting clients.
- Effectively communicates with technical and nontechnical clients and staff: knowledge of IT terminology; explains and provides resolutions to issues.
- Provides support to DSS in support of their AD & M365 Migration projects.

2.0 CORE COMPETENCY SKILLS

The Contractor will provide skills and level of expertise to assist Santa Barbara County with the following:

- Expert level understanding of Microsoft Active Directory
- Expert level understanding of Microsoft Exchange Online services
- Understanding of Microsoft Endpoint Configuration Manager
- Understanding of Microsoft Endpoint Defender
- Understanding of Microsoft Server and Microsoft client operating systems
- Understanding of Networking
- Excellent verbal and written communication skills
- Professional and respectful demeanor

3.0 NON-CORE COMPETENCY SKILLS

The following skills are considered beneficial for this engagement:

- Microsoft 365 Administration Portal experience
- ServiceNow ITSM
- Project Management

4.0 TECHNICAL CONSULTANT(S) GUIDELINES

- The Contractor will abide by the County's Policies and Procedures including but not limited to those defined in the County's IT Policies
- The Contractor will complete Security Awareness and other Training as defined by County policy in the timeline specified by the County
- The Contractor will observe County Holidays unless mutually agreed to by both parties.
 - Martin Luther King Jr's Birthday
 - President's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - The week between and including Christmas Day and New Year's Day
- The Contract Resource may take unpaid Personal Time Off (PTO); all PTO will be mutually agreed to in advance when possible.
- Contract Resource(s) will abide by Santa Barbara County dress code policies and virtual meeting etiquette.

5.0 PROJECT MANAGER and CONTACTS:

Santa Barbara County will assign a Single Point of Contact (SPOC) for this SOW. The SPOC will be responsible for managing all activities on Santa Barbara County's part, for providing information as needed by the Contractor, for access to facilities, for access to systems and personnel required by the Contractor, for responding to all requests, and providing all other information required by the Contractor for the completion of the SOW.

6.0 ADDITIONAL PROVISIONS:

The County of Santa Barbara will provide computer equipment to facilitate remote work.

The County shall be responsible for the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Independent Contractor, including the security, integrity and backing up of the data and other information stored therein or transmitted thereby.

The Contractor is responsible for providing adequate internet connectivity to support remote work.

The Contractor shall not save or store any County files or other County data on Computer Systems other than the one provided by the County of Santa Barbara (including, but not limited to, any virtual desktop infrastructure or Microsoft Office 365 solution).

The Contractor will return all County-provided equipment at the end of the engagement.

7.0 PURCHASE PRICE and PAYMENT SCHEDULE

The Contractor will provide Independent Contractor Services which include the deliverables described in this document on a Time and Material basis exclusive of Taxes for a price as indicated in Project Fee Schedule below with Net 30 days, pending proper credit approval.

Travel related expenses incurred by the Contractor for this engagement are not included.

Project Fee Schedule

The County will pay Contractor for Independent Contractor Services hereunder for actual time worked at a rate of \$95 per hour, not to exceed \$25,000, for the period beginning Monday May 22, 2023, with an expiration date of June 30, 2023. Contractor shall invoice to the Accounts Payable contact listed below no more frequently than biweekly and no less frequently than monthly.

**County of Santa Barbara Contact Information
Information and Communications Technology Team**

Name	Title	Email Address	Phone Number
Virginia M. Butterfield	IT Manager	vmbfield@countyofsb.org	805-568-2607
Matt Murray	IT Engineer – Single Point of Contact	mjmurray@countyofsb.org	805-568-2618
Stephen Crafton	IT Engineer – Backup Point of Contact	scrafton@countyofsb.org	805-560-1013

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 25,000.00 ("Maximum Contract Amount").
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Either bi-weekly or monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit C Risk Management

County of Santa Barbara, Risk Management Request for Waiver of County Contract Insurance Requirements

Use this form to request a reduction or waiver of the insurance requirements for consultants, contractors or vendors supplying goods and/or services to the County. Submit the completed electronic version of this form to Risk Management for review and approval. If the scope of work changes during the Agreement period, the department must submit a new request for waiver of obtain the required limits of insurance.

CONTRACTING DEPARTMENT:

Date of Request:	5/1/2023	Department:	General Services
Submitted by:	Jason Womack	Email:	jwomack@countyofsb.org
Contact Person :	Same	Email:	Same
		Phone	568-2651

VENDOR:

Name:	Mike Merheb	Phone:	(323) 595-1094
Address:	21826 Peppercorn Dr., Santa Clarita, CA 91350	Email:	mmerheb@countyofsb.org
Contact Person :	Same		

The vendor has been informed of the insurance requirements, and has been asked to verify or obtain insurance meeting the requirements. Yes No

CONTRACT INFORMATION/SCOPE:

Does the vendor have employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	(if No, attach signed Declaration form)
Amount of the contract: \$25,000	Where will the work be performed? Remote Office

Provide a detailed, complete and accurate description of all the activities or goods and services that the vendor will engage in to complete the contract scope of work (use attachment if more space is required). Please attach the proposal or statement of work if available.

Mike will be performing IT-related tasks as a subject-matter expert working with Matt Murray in ICT.

REQUEST FOR REDUCTION OR WAIVER OF COUNTY INSURANCE REQUIREMENT:

What insurance requirements are to be reduced or waived?	All
What is the vendor's reason for not purchasing the required insurance?	As an individual, commercial coverage wouldn't be obtainable.
Describe the potential exposure/risk if the vendor negligently performs the work.	None
Does the work involve minors? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the work considered hazardous? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Will the vendor be performing the work in public or for the public or for internal use?	Internal Use
Does the contract involve the use, creation or dissemination of Private Health Information or other confidential information? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, please describe.
Is the contractor performing a service that cannot be performed by a County employee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Is there another contractor who could perform the same work who meets the insurance requirements available? If yes, please explain why this is the preferred vendor. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

DEPARTMENT UNDERSTANDING OF RISK:

When a vendor's insurance is waived, the County may have to pay for losses caused by the vendor. By requesting this waiver, the department acknowledges losses not insured by the vendor may affect department risk premiums.

Jason Womack
AOPII
5/1/2023
 Name and Title of authorized person completing form Date

RISK MANAGEMENT APPROVAL

Request Approved? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments:	
Name and title _____ Samantha Francis	Digitally signed by Samantha Francis Date: 2023.05.01 08:51:03 -0700 Signature Date _____ 5/1/2023